

City Council

Agenda

**Tuesday, August 18, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM**

Note: The time frames assigned to agenda items are estimates for guidance only. Agenda items may be heard earlier or later than the listed time slot.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills

B. Approval of Minutes: July 28, 2015; August 4, 2015

C. Approve Resolution No. 53, Series 2015 – A Resolution Approving an Intergovernmental Agreement with the Boulder County Clerk and Recorder for the Conduct and Administration of the 2015 Coordinated Election to be held November 3, 2015

D. Approve Resolution No. 54, Series 2015 – A Resolution Approving a Request for a Preliminary Subdivision Plat of Approximately 33.12 Acres into one 30.11 Acre Lot (Lot 1) and One 3.01 Acre Tract (Tract A)

E. Approve Resolution No. 55, Series 2015 – A Resolution Approving an Intergovernmental Agreement with Boulder County Concerning the City's Use of the Boulder County Sheriff's Communication Center

Citizen Information

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

City of Louisville

City Council 749 Main Street Louisville CO 80027
303.335.4533 (phone) 303.335.4550 (fax) www.louisvilleco.gov

- F. Authorize Execution of Engagement Letter for Auditing Services with Eide Bailly, LLC
- G. Approve Rescheduling of the September 22, 2015 Study Session

6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA (Council general comments are scheduled at the end of the Agenda.)

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

7:15 – 7:45 pm

A. RESOLUTION NO. 56, SERIES 2015 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE CARANCI HOUSE LOCATED AT 1145 MAIN STREET

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

7:45 – 8:15 pm

B. RESOLUTION NO. 57, SERIES 2015 – A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 12,452 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL MEDIUM (RM) ZONE DISTRICT, LOCATED AT 1240 LAFARGE AVENUE, LOTS 21-24, BLOCK 1 NICOLA DI GIACOMO ADDITION

- Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

8:15 – 8:30 pm

C. APPROVE CONSTRUCTION SERVICES AGREEMENT WITH CONCRETE EXPRESS, INC. FOR THE LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS PHASE 1 CONSTRUCTION

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

8:30 – 10:00 pm

D. PUBLIC HEARING – 550 SOUTH MCCASLIN URBAN RENEWAL PLAN

1. RESOLUTION NO. 58, SERIES 2015 – A RESOLUTION APPROVING THE 550 SOUTH McCASLIN URBAN RENEWAL PLAN, DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS PURSUANT TO THE 550 SOUTH MCCASLIN URBAN RENEWAL PLAN, AND FINDING THAT THE ACQUISITION, CLEARANCE, REHABILITATION, CONSERVATION, DEVELOPMENT, REDEVELOPMENT OR A COMBINATION THEREOF OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE CITIZENS OF THE CITY OF LOUISVILLE (*Public hearing notice published Daily Camera July 14, 2015*)

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

2. RESOLUTION NO. 59, SERIES 2015 – A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

9. CITY ATTORNEY’S REPORT

10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURNMENT

City of Louisville
Cash Disbursement Edit List

Batch: 91247 Period: 07/30/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
FOR BANK ACCOUNT:		4 FIRST NATIONAL BANK OF COLORAD	Control Disbursement Account				
13656-1	AARON DEJONG						
	072915	EXPENSE REPORT 6/15-7/29/15	07/29/15	08/28/15	103.50	103.50	
13763-1	DMITRY TEPO						
	072315	EXPENSE REPORT 6/12-11/13/14	07/23/15	08/22/15	81.21	81.21	
9750-1	LEGALSHIELD						
	072515	#22554 JUL 15 EMPLOYEE PREMIUM	07/25/15	08/24/15	348.90	348.90	
4	PROFESSIONAL FLOORING SUPPLY						
	072015	REFUND OVERPAYMENT SALES TAX	07/20/15	08/19/15	77.08	77.08	
55	FIRST AMERICAN TITLE						
	U!00000988	18646/452041151: UTILITY REFUN	07/28/15	07/28/15	17.46	17.46	
55	CHICAGO TITLE						
	U!00000989	890/144011001: UTILITY REFUND-	07/28/15	07/28/15	72.73	72.73	
55	LAND TITLE						
	U!00000990	18091/324043911: UTILITY REFUN	07/30/15	07/30/15	63.46	63.46	
8442-1	VISION SERVICE PLAN						
	VSP0815	12 059727 0001 AUG 15 EMP PREM	07/21/15	08/20/15	2,705.05	2,705.05	
					-----	-----	
	BANK TOTAL PAYMENTS				3,469.39	3,469.39	
					-----	-----	
	GRAND TOTAL PAYMENTS				3,469.39	3,469.39	

City of Louisville
Cash Disbursement Edit List

Batch: 91318 Period: 08/06/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
FOR BANK ACCOUNT:		4 FIRST NATIONAL BANK OF COLORAD	Control Disbursement Account				
5255-1	FAMILY SUPPORT REGISTRY						
	073115	EMPLOYEE GARNISHMENT PP#16	07/31/15	08/30/15	211.50	211.50	
14002-1	KANSAS PAYMENT CENTER						
	073115	EMPLOYEE GARNISHMENT PP#16	07/31/15	08/30/15	270.46	270.46	
55	EQUITY TITLE CHERRY CREEK						
	U!00000991	17500/462022670: UTILITY REFUN	07/31/15	07/31/15	37.74	37.74	
					-----	-----	
	BANK TOTAL PAYMENTS				519.70	519.70	
					-----	-----	
	GRAND TOTAL PAYMENTS				519.70	519.70	

City of Louisville
Cash Disbursement Edit List

Batch: 91389 Period: 08/18/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD Control Disbursement Account						
4630-1	3M COMPANY					
	OF65493	RFID COMMAND CENTER RENEWAL	08/04/15	09/03/15	659.00	659.00
14121-1	ACUSHNET COMPANY					
	900849203	RESALE MERCHANDISE GC	05/30/15	06/29/15	110.96	
	900970870	RESALE MERCHANDISE GC	06/22/15	07/22/15	711.81	
	901000666	RESALE MERCHANDISE GC	06/26/15	07/26/15	1,227.46	
	901000709	RESALE MERCHANDISE GC	06/26/15	07/26/15	253.37	2,303.60
312-1	ADVANCED EXERCISE EQUIPMENT INC					
	22436	LIFE FITNESS POWERMILL	07/28/15	08/27/15	7,600.00	7,600.00
1006-1	ALL CURRENT ELECTRIC INC					
	3257	INSTALL ENTRANCE LIGHTS GC	07/03/15	08/02/15	138.56	
	3270	RELOCATE OUTLET IT UPS PC	07/30/15	08/29/15	169.53	
	3272	INSTALL VFD'S RSC	07/30/15	08/29/15	698.43	1,006.52
13479-1	AMERICAN MECHANICAL SERVICES					
	S731837	REPLACE HVAC UNITS CCGC	06/30/15	07/30/15	26,281.00	26,281.00
13556-1	AQUATIC CHEMICAL SOLUTIONS INC					
	6167	BLEACH MSP	06/16/15	07/16/15	552.50	
	6191	BLEACH MSP	06/27/15	07/27/15	552.50	
	6195	BLEACH MSP	06/06/15	07/06/15	517.50	
	6196	BLEACH MSP	07/07/15	08/06/15	552.50	
	6208	BLEACH MSP	07/20/15	08/19/15	725.00	
	6215	HEAT EXCHANGER PUMP LRC	07/22/15	08/21/15	1,207.87	
	6216	CHLORINATOR BOOSTER PUMP	07/17/15	08/16/15	249.10	
	6217	CHLORINATOR PUMP LRC	07/15/15	08/14/15	130.00	4,486.97
10493-1	ARROW OFFICE EQUIPMENT LLC					
	472302-0	LOCKING CABINETS PD	07/22/15	08/21/15	420.00	420.00
480-1	AV-TECH ELECTRONICS INC					
	61867-IN	POWER SUPPLY UNIT 3409	07/31/15	08/30/15	187.00	187.00
500-1	BAKER AND TAYLOR					
	4011283912	CHILDRENS BOOKS AND MEDIA	07/06/15	08/05/15	11.16	
	4011292429	CHILDRENS BOOKS AND MEDIA	07/14/15	08/13/15	37.98	49.14
14140-1	BLUE RIVER FORESTRY & TREE CARE					
	1142	REMOVE COTTONWOOD TREES	07/17/15	08/16/15	2,210.00	2,210.00
11605-1	BOBCAT OF THE ROCKIES LLC					
	11205252	MIRROR HEAD UNIT 5367	06/17/15	07/17/15	45.82	45.82
640-1	BOULDER COUNTY					
	073115	JUL 15 BOULDER COUNTY USE TAX	07/31/15	08/30/15	128,760.77	128,760.77
12880-1	BOYAGIAN CONSULTING LLC					
	080315	JUL 15 PROFESSIONAL SERVICES	08/03/15	09/02/15	2,500.00	2,500.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
7706-1	BRANNAN SAND & GRAVEL CO LLC					
	143897	ASPHALT	07/10/15	08/09/15	60.13	
	144298	ASPHALT	07/15/15	08/14/15	291.15	
	144412	ASPHALT	07/16/15	08/15/15	284.79	
	144663	ASPHALT	07/20/15	08/19/15	295.69	
	144779	ASPHALT	07/21/15	08/20/15	318.82	
	144911	ASPHALT	07/22/15	08/21/15	377.77	
	145065	ASPHALT	07/23/15	08/22/15	184.58	
	145317	ASPHALT	07/27/15	08/26/15	281.62	
	145417	ASPHALT	07/28/15	08/27/15	458.48	
	145585	ASPHALT	07/29/15	08/28/15	277.09	
	145732	ASPHALT	07/30/15	08/29/15	248.06	3,078.18
9997-1	BRUCE CURTIS FALLGREN					
	072315	FALL FESTIVAL ENTERTAINMENT	07/23/15	08/22/15	600.00	600.00
13994-1	BRYAN CONSTRUCTION INC					
	PP09063015	CITY SERVICES FACILITY	06/30/15	07/30/15	451,972.90	
	PP09063015	CITY SERVICES FACILITY	06/30/15	07/30/15	451,972.90	
	PP09063015	CITY SERVICES FACILITY	06/30/15	07/30/15	451,972.90	
	PP09063015	CITY SERVICES FACILITY	06/30/15	07/30/15	451,972.90	1,807,891.60
14141-1	C & M AIR COOLED ENGINE INC					
	333856	GOLF CART MESSAGE HOLDERS	06/25/15	07/25/15	547.95	
	334775	EZGO GOLF CART FRONT COWL	07/31/15	08/30/15	714.67	1,262.62
935-1	CENTENNIAL PRINTING CO					
	57658	HPC LANDMARK FLYERS	06/30/15	07/30/15	147.50	
	57706	55 CAFR	07/24/15	08/23/15	611.60	759.10
14036-1	CENTER COPY BOULDER INC					
	42736	PROPERTY REPORTS/LABELS	07/22/15	08/21/15	153.00	153.00
10773-1	CENTRIC ELEVATOR CORP					
	236257	ELEVATOR REPAIR LIB	05/20/15	06/19/15	1,330.00	
	237414	ELEVATOR REPAIR LIB	06/26/15	07/26/15	370.50	
	237510	AUG 15 ELEVATOR MAINT PC	08/01/15	08/31/15	243.09	
	237511	AUG 15 ELEVATOR MAINT LIB	08/01/15	08/31/15	451.32	
	237512	AUG 15 ELEVATOR MAINT RSC	08/01/15	08/31/15	265.59	
	237513	AUG 15 ELEVATOR MAINT CH	08/01/15	08/31/15	265.59	2,926.09
980-1	CENTURY CHEVROLET INC					
	45014919	BELT KIT UNIT 3407	07/23/15	08/22/15	72.17	72.17
13352-1	CGRS INC					
	2-10242-51424	FUEL TANK POLLING	07/31/15	08/30/15	25.00	25.00
13964-1	CHANDLER ASSET MANAGEMENT					
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	265.59	

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	26.94	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	2.43	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	0.31	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	209.98	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	35.12	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	23.97	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	6.33	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	48.86	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	402.17	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	58.04	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	465.69	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	366.23	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	93.58	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	6.96	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	36.28	
	18068	JUL 15 INVESTMENT FEES	08/04/15	09/03/15	64.52	2,113.00
14113-1	CHEMPLIANCE					
	6003686	POLYMER NWTP	06/23/15	07/23/15	1,338.04	1,338.04
4025-1	CINTAS FIRST AID AND SAFETY					
	5003311342	FIRST AID SUPPLIES	07/30/15	08/29/15	157.18	
	5003311342	FIRST AID SUPPLIES	07/30/15	08/29/15	11.45	
	5003311342	FIRST AID SUPPLIES	07/30/15	08/29/15	38.41	
	5003311342	FIRST AID SUPPLIES	07/30/15	08/29/15	183.20	390.24
14143-1	CMC GOLF INC					
	0158935-IN	RESALE MERCHANDISE GC	06/01/15	07/01/15	631.74	
	0159142-IN	RESALE MERCHANDISE GC	06/09/15	07/09/15	65.40	697.14
6583-1	CMJA - CO MUNICIPAL JUDGES ASSOC					
	070115	CMJA CONFERENCE REG JOSS	07/01/15	07/31/15	175.00	175.00
10916-1	COLORADO CODE CONSULTING LLC					
	6877	PLAN REVIEW	07/10/15	08/09/15	8,550.00	8,550.00
11264-1	COLORADO DEPT OF PUBLIC HEALTH & ENVIRONMENT					
	WI161012778	SWTP PERMIT FEE COG603236	07/21/15	08/20/15	630.00	
	WU161013115	SWTP PERMIT FEE COG641164	07/20/15	08/19/15	475.00	1,105.00
10433-1	COLORADO GOLF AND TURF INC					
	P14520	GOLF CART SUPPLIES	07/17/15	08/16/15	504.00	504.00
13745-1	COLORADO PRECAST CONCRETE INC					
	962980	METER PIT	07/28/15	08/27/15	744.05	744.05
1280-1	COLORADO STATE TREASURER					
	072515	132653-00-6-152 UNEMPLOYMENT	07/25/15	08/24/15	7,448.00	
	072515	132653-00-6-152 UNEMPLOYMENT	07/25/15	08/24/15	1,064.00	8,512.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13370-1	CRIBARI LAW FIRM, PC					
	073015	PROSECUTING ATTORNEY	07/30/15	08/29/15	4,068.75	4,068.75
1837-1	CRISTI GORDANIER					
	1504TR	TUITION REIMBURSEMENT	06/23/15	07/23/15	506.57	506.57
10909-1	CTL THOMPSON INC					
	390122	GEOTECHNICAL INVESTIGATION	06/30/15	07/30/15	2,600.00	2,600.00
1570-1	DANA KEPNER COMPANY INC					
	1409103-00	METER PARTS	07/16/15	08/15/15	343.93	
	1411140-00	METER SETTERS	07/16/15	08/15/15	1,890.00	
	1412696-00	METER SLEEVES	07/31/15	08/30/15	224.34	2,458.27
13392-1	DESIGN MECHANICAL INC					
	4061554	HVAC SERVICE RSC	07/21/15	08/20/15	427.37	
	4061555	HVAC SERVICE PC	07/21/15	08/20/15	657.17	
	4061556	HVAC SERVICE CH	07/21/15	08/20/15	238.00	1,322.54
13950-1	DIAZ CONSTRUCTION GROUP					
	PP5073115	SANITARY SEWER REPLACEMENT	08/03/15	09/02/15	30,153.00	30,153.00
14131-1	DUSTIN MORAN					
	072315	FALL FESTIVAL ENTERTAINMENT	07/23/15	08/22/15	600.00	600.00
1780-1	EBSCO					
	1000016545-1	ELEC DATABASE NOVELIST K-8	06/09/15	07/09/15	165.00	165.00
12905-1	EDWARD ARAGONI					
	072715	FALL FESTIVAL ENTERTAINMENT	08/11/15	09/10/15	475.00	475.00
13963-1	ENSCICON CORPORATION					
	88247	ENGINEERING SERV TOWNSEND	07/28/15	08/27/15	654.58	
	88247A	ENGINEERING SERV TOWNSEND	07/28/15	08/27/15	113.84	
	88247B	ENGINEERING SERV TOWNSEND	07/28/15	08/27/15	284.60	
	88247C	ENGINEERING SERV TOWNSEND	07/28/15	08/27/15	56.92	
	88247D	ENGINEERING SERV TOWNSEND	07/28/15	08/27/15	1,053.02	
	88336	ENGINEERING SERV TOWNSEND	08/02/15	09/01/15	398.44	
	88336A	ENGINEERING SERV TOWNSEND	08/02/15	09/01/15	626.12	
	88336B	ENGINEERING SERV TOWNSEND	08/02/15	09/01/15	56.92	
	88336C	ENGINEERING SERV TOWNSEND	08/02/15	09/01/15	113.84	
	88336D	ENGINEERING SERV TOWNSEND	08/02/15	09/01/15	398.44	
	88336E	ENGINEERING SERV TOWNSEND	08/02/15	09/01/15	227.68	3,984.40
2070-1	FLOOD & PETERSON INSURANCE INC					
	22444	UMBRELLA NEW BUSINESS GC	07/29/15	08/28/15	1,170.00	
	22445	GOLF COURSE POLICY	07/29/15	08/28/15	14,412.00	15,582.00
13610-1	FOOTHILLS SECURITY SYSTEMS INC					
	73006	SECURITY SYSTEM MUS	08/03/15	09/02/15	195.00	195.00
13098-1	G4S SECURE SOLUTIONS INC					

City of Louisville
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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	7449912	BAILIFF SERVICES 7/27/15	08/02/15	09/01/15	137.50	137.50
14137-1	GEAR FOR SPORTS INC					
	40976689	RESALE MERCHANDISE GC	05/29/15	06/28/15	620.64	
	40979639	RESALE MERCHANDISE GC	06/04/15	07/04/15	711.77	
	40981338	RESALE MERCHANDISE GC	06/08/15	07/08/15	36.50	
	40981521	RESALE MERCHANDISE GC	06/09/15	07/09/15	144.00	
	40981633	RESALE MERCHANDISE GC	06/09/15	07/09/15	848.16	
	40981736	25TH ANNIVERSARY UNIFORMS GC	06/09/15	07/09/15	1,002.24	
	40983722	RESALE MERCHANDISE GC	06/12/15	07/12/15	1,425.79	
	40985962	RESALE MERCHANDISE GC	06/18/15	07/18/15	672.00	5,461.10
14122-1	GOLF ENVIRO SYSTEMS INC					
	59996	FERTILIZER GC	07/28/15	08/27/15	6,016.00	6,016.00
11214-1	GRAYLING					
	P007190	AUG 15 PROFESSIONAL SERVICES	08/04/15	09/03/15	2,500.00	2,500.00
11591-1	GROUND ENGINEERING CONSULTANTS INC					
	141290.0-8	ADDITIONAL GEOTECH SERV CS	07/30/15	08/29/15	86.25	
	141290.0-8	ADDITIONAL GEOTECH SERV CS	07/30/15	08/29/15	86.25	
	141290.0-8	ADDITIONAL GEOTECH SERV CS	07/30/15	08/29/15	86.25	
	141290.0-8	ADDITIONAL GEOTECH SERV CS	07/30/15	08/29/15	86.25	345.00
2405-1	HACH COMPANY					
	9469727	FLOW SENSOR WWTP	07/13/15	08/12/15	1,036.47	
	9472147	CONTROLLER WWTP	07/14/15	08/13/15	1,399.00	2,435.47
14084-1	HAWKINS COMMERCIAL APPLIANCE SERVICE INC					
	0813886-IN	COOLER REFRIGERATION UNIT GC	07/28/15	08/27/15	4,830.96	4,830.96
2475-1	HILL PETROLEUM					
	0504788-IN	UNLEADED/BIODIESEL FUEL GC	07/23/15	08/22/15	958.95	
	0506304-IN	OIL	08/03/15	09/02/15	597.64	
	0506304-IN	OIL	08/03/15	09/02/15	134.72	
	0506304-IN	OIL	08/03/15	09/02/15	121.59	
	0506304-IN	OIL	08/03/15	09/02/15	45.99	
	0507838-IN	UNLEADED/BIODIESEL FUEL	08/06/15	09/05/15	8,676.84	10,535.73
14019-1	HISTORY MATTERS LLC					
	072915	PRESERVATION MASTER PLAN	07/29/15	08/28/15	2,607.84	2,607.84
14016-1	HUG SPORTS LLC					
	27716	CONTRACTOR FEES SPORTS CAMPS	08/04/15	09/03/15	1,339.20	1,339.20
2615-1	INGRAM LIBRARY SERVICES INC					
	86098842	CHILDRENS BOOKS AND MEDIA	07/02/15	08/01/15	369.56	
	86098843	CHILDRENS BOOKS AND MEDIA	07/02/15	08/01/15	9.34	
	86098844	CHILDRENS BOOKS AND MEDIA	07/02/15	08/01/15	140.94	
	86108415	CHILDRENS BOOKS AND MEDIA	07/03/15	08/02/15	9.34	

City of Louisville
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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	86186386	TEEN BOOKS AND MEDIA	07/08/15	08/07/15	282.93	
	86188625	CHILDRENS BOOKS AND MEDIA	07/08/15	08/07/15	432.91	
	86221055	TEEN BOOKS AND MEDIA	07/10/15	08/09/15	10.53	
	86226181	CHILDRENS BOOKS AND MEDIA	07/10/15	08/09/15	107.67	
	86273766	TEEN BOOKS AND MEDIA	07/14/15	08/13/15	26.02	
	86275710	CHILDRENS BOOKS AND MEDIA	07/14/15	08/13/15	337.81	
	86314151	TEEN BOOKS AND MEDIA	07/16/15	08/15/15	22.08	
	86319788	CHILDRENS BOOKS AND MEDIA	07/16/15	08/15/15	32.46	
	86335280	CHILDRENS BOOKS AND MEDIA	07/17/15	08/16/15	255.66	
	86356594	CHILDRENS BOOKS AND MEDIA	07/20/15	08/19/15	55.96	
	86386810	CHILDRENS BOOKS AND MEDIA	07/21/15	08/20/15	43.44	
	86418395	CHILDRENS BOOKS AND MEDIA	07/23/15	08/22/15	13.17	
	86557101	TEEN BOOKS AND MEDIA	07/30/15	08/29/15	74.28	
	86557102	TEEN BOOKS AND MEDIA	07/30/15	08/29/15	39.01	
	86559565	CHILDRENS BOOKS AND MEDIA	07/30/15	08/29/15	82.40	
	86559566	CHILDRENS BOOKS AND MEDIA	07/30/15	08/29/15	303.82	2,649.33
8881-1	INGRAM LIBRARY SERVICES INC					
	86098841	ADULT BOOKS AND MEDIA	07/02/15	08/01/15	229.17	
	86188623	ADULT BOOKS AND MEDIA	07/08/15	08/07/15	142.29	
	86188624	ADULT BOOKS AND MEDIA	07/08/15	08/07/15	374.77	
	86229432	ADULT BOOKS AND MEDIA	07/10/15	08/09/15	36.26	
	86229433	ADULT BOOKS AND MEDIA	07/10/15	08/09/15	61.56	
	86236903	ADULT BOOKS AND MEDIA	07/12/15	08/11/15	9.29	
	86275709	ADULT BOOKS AND MEDIA	07/14/15	08/13/15	231.42	
	86309347	ADULT BOOKS AND MEDIA	07/16/15	08/15/15	50.46	
	86335279	ADULT BOOKS AND MEDIA	07/17/15	08/16/15	340.91	
	86356592	ADULT BOOKS AND MEDIA	07/20/15	08/19/15	187.79	
	86356593	ADULT BOOKS AND MEDIA	07/20/15	08/19/15	55.76	
	86386809	ADULT BOOKS AND MEDIA	07/21/15	08/20/15	47.72	
	86559563	ADULT BOOKS AND MEDIA	07/30/15	08/29/15	169.33	
	86559564	ADULT BOOKS AND MEDIA	07/30/15	08/29/15	451.72	2,388.45
11267-1	INSIDE OUT HEALTH AND FITNESS					
	2520027-1	CONTRACTOR FEES PIYO	07/01/15	07/31/15	220.50	
	2520027-2	CONTRACTOR FEES PIYO	07/29/15	08/28/15	231.00	451.50
13346-1	ISS FACILITY SERVICES DENVER					
	918866	JUL 15 JANITORIAL SERVICES	07/31/15	08/30/15	17,943.20	
	918866	JUL 15 JANITORIAL SERVICES	07/31/15	08/30/15	606.06	
	918866	JUL 15 JANITORIAL SERVICES	07/31/15	08/30/15	143.43	
	918909	JUN 15 JANITORIAL SERVICE GCC	07/31/15	08/30/15	563.80	
	918910	JUL 15 JANITORIAL SERVICE GCM	07/31/15	08/30/15	85.72	19,342.21

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
9877-1	J-8 EQUIPMENT COMPANY INC					
	187219	FUEL CARDS PD	07/30/15	08/29/15	40.00	40.00
11289-1	JVA INC					
	56433	STORM SEWER MASTER PLAN	07/27/15	08/26/15	925.00	925.00
13379-1	K & C DRYWALL					
	2015-08	PARKING GARAGE CEILING REPAIR	07/26/15	08/25/15	2,290.00	2,290.00
2780-1	KAISER LOCK & KEY SERVICE INC					
	102218	INSTALL DEADBOLT PD	07/13/15	08/12/15	116.66	
	102442	LOCK REPAIR CH	07/30/15	08/29/15	146.54	263.20
14005-1	KAREN RITTER					
	072715	CRAFT GROUP SUPPLIES	08/11/15	09/10/15	224.55	224.55
13828-1	LANDSCAPES UNLIMITED LLC					
	1406-009	COAL CREEK TRAIL REPAIR	06/29/15	07/29/15	8,470.45	
	PP12063015	2015 GROW IN	06/30/15	07/30/15	42,285.26	
	PP13063015	2015 GROW IN	06/30/15	07/30/15	16,721.13	67,476.84
11075-1	LEFT HAND TREE & LANDSCAPE LLC					
	072915	TREE PRUNING MCCASLIN MEDIAN	07/29/15	08/28/15	1,260.00	1,260.00
2360-1	LIGHT KELLY, PC					
	080815	LEGAL SERVICES 7/1-7/31/15	08/08/15	09/07/15	21,955.85	
	080815	LEGAL SERVICES 7/1-7/31/15	08/08/15	09/07/15	126.00	
	080815	LEGAL SERVICES 7/1-7/31/15	08/08/15	09/07/15	1,786.00	
	080815	LEGAL SERVICES 7/1-7/31/15	08/08/15	09/07/15	2,984.45	26,852.30
13692-1	LIGHTNING MOBILE INC					
	64236	CLEAN GARAGE ELEVATOR PAD	06/10/15	07/10/15	200.00	200.00
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	073115	JUL 15 FIRE PROTECT DIST FEES	07/31/15	08/30/15	19,410.00	19,410.00
9498-1	LOUISVILLE TIRE AND AUTO CARE					
	126513	WHEEL ALIGNMENT UNIT 2178	07/23/15	08/22/15	59.00	59.00
1172-1	LYLE SIGNS INC					
	43076	STREET SIGNS	07/13/15	08/12/15	79.29	79.29
13905-1	MARK ZAREMBA					
	072015	927 MAIN ST HPC GRANT	07/20/15	08/19/15	8,920.25	8,920.25
10	DIAZ CONSTRUCTION GROUP LLC					
	949	BULK WATER METER REFUND	08/03/15	09/02/15	2,500.00	2,500.00
10	FAIRWIND PROPERTIES					
	950	BULK WATER METER REFUND	07/31/15	08/30/15	1,800.00	1,800.00
14067-1	MOLTZ CONSTRUCTION INC					
	PP3072515	SLUDGE DRYING BEDS HBWTP	07/25/15	08/24/15	439,898.98	439,898.98
6168-1	MOTION & FLOW CONTROL PRODUCTS INC					
	6101138	PARTS UNIT 3605	07/29/15	08/28/15	49.93	49.93

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13942-1	MURRAY DAHL KUECHENMEISTER & RENAUD LLP					
	12478	URBAN RENEWAL LEGAL FEES	07/31/15	08/30/15	1,375.00	1,375.00
14101-1	MWH CONSTRUCTORS INC					
	PP01073115	WWTP CONSTRUCTION	07/31/15	08/30/15	844,547.00	844,547.00
14035-1	NANCY E THOMADSEN					
	1520040-1	CONTRACTOR FEES DISCOVER MUSIC	08/03/15	09/02/15	63.00	
	1520040-2	CONTRACTOR FEES DISCOVER MUSIC	08/03/15	09/02/15	63.00	
	1520040-3	CONTRACTOR FEES DISCOVER MUSIC	08/03/15	09/02/15	63.00	
	1520040-4	CONTRACTOR FEES DISCOVER MUSIC	08/03/15	09/02/15	63.00	252.00
11477-1	P.R.O.S. INC					
	LO1514	ADULT SOFTBALL OFFICIALS	07/26/15	08/25/15	280.00	
	LO1515	ADULT SOFTBALL OFFICIALS	08/09/15	09/08/15	196.00	476.00
5898-1	PIONEER SAND COMPANY INC					
	153104	SQUEEGEE	07/27/15	08/26/15	235.05	235.05
14027-1	PROFORCE LAW ENFORCEMENT					
	243304	TASER TACTICAL LEG HOLSTERS	07/17/15	08/16/15	128.28	128.28
13549-1	PUSH PEDAL PULL					
	144369	PRECOR AMT	07/17/15	08/16/15	6,955.00	6,955.00
13464-1	RAINBOW BOOK COMPANY					
	IG0012329	CHILDRENS BOOKS AND MEDIA	06/10/15	07/10/15	539.38	539.38
13893-1	REBECCA TSUI					
	715	CONTRACTOR FEES TAI CHI	07/28/15	08/27/15	325.50	325.50
99	MANTRA LEE					
	900443	ACTIVITY REFUND	07/27/15	08/26/15	235.00	235.00
99	KAREN DROBISH					
	901432	ACTIVITY REFUND	08/03/15	09/02/15	18.00	18.00
6500-1	RECORDED BOOKS LLC					
	75183771	ADULT BOOKS AND MEDIA	07/30/15	08/29/15	577.20	577.20
13419-1	ROADSAFE TRAFFIC SYSTEMS CORP					
	34749	THERMO PRIMER/WHITE PAINT	06/30/15	07/30/15	405.00	405.00
14134-1	ROCKY MOUNTAIN RESERVE LLC					
	2133626	COBRA PLAN SETUP FEE	07/28/15	08/27/15	350.00	350.00
11306-1	SAFEWARE INC					
	3473929	GAS DETECTOR CALIBRATION SHOPS	07/17/15	08/16/15	95.00	
	3473930	GAS DETECTOR CALIBRATION WTP	07/17/15	08/16/15	412.00	507.00
12843-1	SCL HEALTH SYSTEM					
	24485	SCREENINGS PD	06/30/15	07/30/15	774.90	774.90
14136-1	SHERRI MURGALLIS					
	072415	945 FRONT STRUCTURE ASSESSMENT	07/24/15	08/23/15	6,000.00	6,000.00
13294-1	SOURCE OFFICE PRODUCTS					

City of Louisville
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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	7483	ERP TRAINING TABLES	07/31/15	08/30/15	503.22	
	7483	ERP TRAINING TABLES	07/31/15	08/30/15	107.84	
	7483	ERP TRAINING TABLES	07/31/15	08/30/15	107.84	718.90
13573-1	SPEEDY SIGNWORKS INC					
	40582	NO DUMPING SIGNS AC	07/09/15	08/08/15	100.00	100.00
13538-1	SQUARE STATE SKATE					
	1525202-5	CONTRACTOR FEE SKATEBOARD CAMP	07/27/15	08/26/15	147.00	
	1525203-5	CONTRACTOR FEE SKATEBOARD CAMP	07/28/15	08/27/15	147.00	
	1525204-5	CONTRACTOR FEE SKATEBOARD CAMP	07/29/15	08/28/15	147.00	
	1525205-5	CONTRACTOR FEE SKATEBOARD CAMP	07/30/15	08/29/15	49.00	
	1525207-5	CONTRACTOR FEE SKATEBOARD CAMP	07/31/15	08/30/15	1,792.00	
	1525208-5	CONTRACTOR FEE SKATEBOARD CAMP	07/31/15	08/30/15	175.00	2,457.00
11026-1	STANLEY ACCESS TECH LLC					
	904087257	DOOR REPAIR CH	07/17/15	08/16/15	118.75	118.75
14139-1	SUN MOUNTAIN SPORTS					
	248944	RESALE MERCHANDISE GC	04/28/15	05/28/15	1,447.00	
	252500	RESALE MERCHANDISE GC	05/11/15	06/10/15	143.00	
	267307	RESALE MERCHANDISE GC	07/09/15	08/08/15	130.00	1,720.00
14091-1	SUPER-TECH FILTER					
	245242	HVAC FILTERS RSC	07/31/15	08/30/15	443.81	443.81
1201-1	SUPPLYWORKS					
	342651726	JANITORIAL SUPPLIES GCC	07/22/15	08/21/15	87.48	
	343826020	JANITORIAL SUPPLIES RSC	08/05/15	09/04/15	1,957.95	
	343826046	JANITORIAL SUPPLIES PC	08/05/15	09/04/15	196.75	
	343826053	JANITORIAL SUPPLIES LIB	08/05/15	09/04/15	753.25	
	343826061	JANITORIAL SUPPLIES MSP	08/05/15	09/04/15	241.36	
	343826079	JANITORIAL SUPPLIES CH	08/05/15	09/04/15	124.41	
	343826087	JANITORIAL SUPPLIES GCC	08/05/15	09/04/15	162.51	
	343957734	BREAKROOM SUPPLIES CH	08/06/15	09/05/15	159.23	3,682.94
14117-1	THE MINE LLC					
	06102015	KITCHEN REPAIRS GCC	06/02/15	07/02/15	4,111.77	
	7-23A	KITCHEN IMPROVEMENTS GCC	07/23/15	08/22/15	3,708.88	
	7022015	EXTERIOR PAINTING CLUBHOUSE	07/02/15	08/01/15	12,337.00	
	8-1-1B	CONSTRUCTION ALLOWANCE GCC	08/03/15	09/02/15	10,000.00	30,157.65
11466-1	THE RUNNING GROUP LLC					
	1520024-1A	CONTRACTOR FEES MARATHON TRAIN	06/01/15	07/01/15	291.20	
	1520024-2A	CONTRACTOR FEES MARATHON TRAIN	06/02/15	07/02/15	179.20	
	1520025-1A	CONTRACTOR FEES SPEEDWORK	06/03/15	07/03/15	288.00	
	1520025-2A	CONTRACTOR FEES SPEEDWORK	06/01/15	07/01/15	128.00	
	1520029-1	CONTRACTOR FEES HAPPY TRAILS	08/12/15	09/11/15	537.60	1,424.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
6609-1	TRAVELERS					
	487054	INSURANCE DEDUCTIBLE	07/31/15	08/30/15	1,917.50	1,917.50
14065-1	TYLER TECHNOLOGIES INC					
	045-140146	TYLER SOFTWARE	07/23/15	08/22/15	3,697.44	
	045-140146	TYLER SOFTWARE	07/23/15	08/22/15	792.31	
	045-140146	TYLER SOFTWARE	07/23/15	08/22/15	792.31	5,282.06
4765-1	UNCC					
	21507509	JUL 15 LOCATES #48760	07/31/15	08/30/15	583.44	583.44
13241-1	UNITED REPROGRAPHIC SUPPLY INC					
	CM5470	RETURN PAPER	06/02/15	07/02/15	23.16-	
	IN54511	OCE PRINTER PAPER	05/29/15	06/28/15	107.31	84.15
11087-1	UNITED SITE SERVICES					
	114-3108536	TOILET RENTAL SKATE PARK	07/13/15	08/12/15	188.65	
	114-3118790	TOILET RENTAL MEMORY SQUARE	07/15/15	08/14/15	193.60	
	114-3118791	TOILET RENTAL STEINBAUGH	07/15/15	08/14/15	193.60	
	114-3118792	TOILET RENTAL PIRATES PARK	07/15/15	08/14/15	193.60	
	114-3118793	TOILET RENTAL ANNETTE BRAND	07/15/15	08/14/15	193.60	963.05
13851-1	VELOCITY PLANT SERVICES LLC					
	242015	TRAC VAC REPAIR SWTP	05/06/15	06/05/15	1,292.00	1,292.00
6210-1	W BRUCE JOSS					
	072715	JUL 15 MUNICIPAL JUDGE SALARY	07/27/15	08/26/15	2,000.00	2,000.00
14126-1	WALKER INDUSTRIAL PRODUCTS INC					
	090655	VFD'S REC CENTER POOL	07/20/15	08/19/15	2,117.32	
	090655A	VFD'S REC CENTER POOL	07/27/15	08/26/15	978.45	3,095.77
14102-1	WELLS FARGO FINANCIAL LEASING INC					
	5002379562	SEP 15 GOLF EQUIPMENT LEASE	08/05/15	09/04/15	9,138.96	9,138.96
12997-1	WHITESTONE CONSTRUCTION SERVICES INC					
	3293	MEMORY SQUARE LOCKERS/CUBBIES	07/30/15	08/29/15	23,803.00	23,803.00
5115-1	WL CONTRACTORS INC					
	25808	JUN 15 TRAFFIC SIGNAL MAINT	07/15/15	08/14/15	4,369.28	
	25808	JUN 15 TRAFFIC SIGNAL MAINT	07/15/15	08/14/15	2,512.50	6,881.78
10884-1	WORD OF MOUTH CATERING INC					
	2015-18	SR MEAL PROGRAM 7/27-8/7/15	08/07/15	09/06/15	1,988.50	1,988.50
11324-1	XCEL ENERGY					
	466361416	JUL 15 SPRINKLERS	08/03/15	09/02/15	103.93	103.93
11081-1	XEROX FINANCIAL SERVICES LLC					
	356792	AUG 15 COPIER LEASE	08/04/15	09/03/15	990.00	990.00
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	BANK TOTAL PAYMENTS				3,675,453.71	3,675,453.71

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
GRAND TOTAL PAYMENTS					3,675,453.71	3,675,453.71	

CITY OF LOUISVILLE
PURCHASING CARD SUMMARY
STATEMENT PERIOD 06/20/15 - 07/21/15

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1000BULBS.COM	800-624-4488	PHIL LIND	FACILITIES	07/16/2015	109.47
4 RIVERS EQUIPMENT LLC	PUEBLO WEST	MASON THOMPSON	OPERATIONS	07/16/2015	266.66
4 RIVERS EQUIPMENT LLC	PUEBLO WEST	MASON THOMPSON	OPERATIONS	07/15/2015	356.59
800 ROLLCALL SERVICE	904-2732440	DAWN BURGESS	CITY MANAGER	06/23/2015	11.27
ACT*NEOGOV - USER CONF	877-551-5560	RONDA ROMERO	HUMAN RESOURCES	07/06/2015	799.00
ACTION COMMUNICATIONS	TUSON	JEFFREY FISHER	POLICE	07/09/2015	822.50
ADVENTURE GOLF	WESTMINSTER	MEGAN FRASER	REC CENTER	07/01/2015	264.00
AIS SPECIALTY PRODUCTS	818-4394141	MIKE THOMPSON	FACILITIES	07/17/2015	170.97
AIS SPECIALTY PRODUCTS	818-4394141	BRETT TUBBS	FACILITIES	07/09/2015	510.88
ALBERTSONS #00812	LOUISVILLE	KIM CONTINI	REC CENTER	07/16/2015	12.65
ALBERTSONS #00812	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/08/2015	9.87
ALBERTSONS #00812	LOUISVILLE	KIM CONTINI	REC CENTER	07/07/2015	20.02
ALBERTSONS #00812	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	07/04/2015	16.86
ALFALFA'S MARKET I	LOUISVILLE	AMANDA PERERA	REC CENTER	06/25/2015	100.00
ALL WEST TROPHIES INC	LAFAYETTE	DEAN JOHNSON	PARKS	06/24/2015	249.99
ALL WEST TROPHIES INC	LAFAYETTE	DAVID DEAN	GOLF COURSE	06/23/2015	267.13
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/20/2015	95.57
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/20/2015	276.91
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/20/2015	39.69
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/20/2015	17.40
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/19/2015	50.87
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/18/2015	87.47
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/13/2015	19.97
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	07/13/2015	11.80
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	07/11/2015	7.20
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/10/2015	125.76
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	07/10/2015	6.27
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	07/08/2015	14.64
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	LARISSA COX	REC CENTER	07/07/2015	43.61
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	07/03/2015	46.24
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	07/02/2015	6.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	07/02/2015	14.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/29/2015	84.51
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	LARISSA COX	REC CENTER	06/28/2015	17.18
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	LARISSA COX	REC CENTER	06/28/2015	31.04
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	06/23/2015	25.13
AMC GROUP TICKETS #104	08002624849	AMANDA PERERA	REC CENTER	07/16/2015	409.95
AMC GROUP TICKETS #104	08002624849	LESLIE RINGER	HUMAN RESOURCES	07/09/2015	409.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMERICAN PLANNING ASSO	312-431-9100	MONICA GARLAND	BUILDING SAFETY	07/01/2015	70.00
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	07/12/2015	116.16
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	07/09/2015	120.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/25/2015	76.00
ARKANSAS VALLEY SEED I	DENVER	CATHERINE JEPSON	PARKS	06/19/2015	253.00
ARROWHEAD AWARDS	BOULDER	EMBER K BRIGNULL	PARKS	06/24/2015	10.00
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	07/20/2015	30.00
AT&T DATA	08003310500	CRAIG DUFFIN	PUBLIC WORKS	07/08/2015	30.00
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	06/20/2015	30.00
AT&T*BILL PAYMENT	08003310500	DIANE M KREAGER	FINANCE	07/06/2015	37.70
ATHLETIC BUSINESS MEDI	608-249-0186	ERIK J STEVENS	PARKS	07/14/2015	399.00
ATOMIC CAR WASH	LOUISVILLE	BOB BERNHARDT	PARKS	07/20/2015	8.00
ATOMIC CAR WASH	LOUISVILLE	MATT LOOMIS	PARKS	07/15/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	DEAN JOHNSON	PARKS	06/26/2015	9.00
ATOMIC CAR WASH	LOUISVILLE	ERIK SWIATEK	PARKS	06/25/2015	14.00
ATOMIC CAR WASH	LOUISVILLE	ERIK SWIATEK	PARKS	06/24/2015	8.00
ATOMIC CAR WASH	LOUISVILLE	MATT LOOMIS	PARKS	06/24/2015	7.00
AUTOZONE #0829	LOVELAND	DAVE NICHOLS	OPERATIONS	07/02/2015	46.98
AUTOZONE #0829	LOVELAND	DAVE NICHOLS	OPERATIONS	07/02/2015	31.95
AUTOZONE #0829	LOVELAND	DAVE NICHOLS	OPERATIONS	07/02/2015	-19.99
AWWA.ORG	303-347-6197	RONDA ROMERO	HUMAN RESOURCES	07/09/2015	249.00
AWWA.ORG	303-347-6197	RONDA ROMERO	HUMAN RESOURCES	06/24/2015	249.00
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/19/2015	-.01
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/19/2015	-.01
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/19/2015	-4.77
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/17/2015	157.65
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/16/2015	-4.80
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/13/2015	33.74
AMAZON.COM	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	07/11/2015	125.03
AMAZON.COM	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	07/10/2015	155.97
AMAZON.COM	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	07/09/2015	36.60
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/09/2015	-5.00
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/07/2015	29.99
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/06/2015	14.99
AMAZON.COM	AMZN.COM/BILL	KAREN FREITER	LIBRARY	07/02/2015	64.15
B & G EQUIPMENT INC	09703522288	MASON THOMPSON	OPERATIONS	06/26/2015	142.56
B & G EQUIPMENT INC	09703522288	MASON THOMPSON	OPERATIONS	06/26/2015	56.78
B&H PHOTO, 800-606-696	800-2215743	ERICA BERZINS	POLICE	06/30/2015	56.95
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	06/28/2015	2.99
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	06/28/2015	2.99
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	06/28/2015	2.00
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	06/28/2015	2.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
BARTKUS OIL	BOULDER	GLEN SIEDENBURG	WATER	07/16/2015	60.00
BASS PRO SHOPS	DENVER	ERIK SWIATEK	PARKS	07/01/2015	887.96
BETTY FORD ALPINE GARD	VAIL	KATIE BEASLEY	REC CENTER	07/08/2015	200.00
BIG TIME - ARVADA	ARVADA	AMANDA PERERA	REC CENTER	06/24/2015	16.00
BIG TIME - ARVADA	ARVADA	AMANDA PERERA	REC CENTER	06/24/2015	292.00
BLACKJACK PIZZA	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/17/2015	52.34
BOBCAT COMMERCE CITY	COMMERCE CITY	MASON THOMPSON	OPERATIONS	07/09/2015	8.31
BOULDER ELECTRIC MOTOR	BOULDER	GLEN SIEDENBURG	WATER	06/19/2015	840.29
BOULDER WATER WELL SER	03034447477	DENNIS COYNE	PARKS	07/14/2015	457.29
BROOMFIELD REC SERVICE	BROOMFIELD	AMANDA PERERA	REC CENTER	06/22/2015	384.00
BROOMFIELD RENTALS INC	BROOMFIELD	VICKIE ILKO	OPERATIONS	06/25/2015	26.40
BROOMFIELD RENTALS INC	BROOMFIELD	BRADLEY AUSTIN	PARKS	06/24/2015	198.00
BROOMFIELD RENTALS INC	BROOMFIELD	VICKIE ILKO	OPERATIONS	06/23/2015	63.20
BROTHER MALL	901-3791000	DAVID BARIL	GOLF COURSE	06/23/2015	40.47
C AND M AIR COOLED ENG	WACO	DAVID DEAN	GOLF COURSE	07/14/2015	80.22
CANTEEN 74052176	DENVER	POLLY A BOYD	PARKS	07/07/2015	80.45
CAPTAIN RUBBER STAMP	BOULDER	DAVE HINZ	POLICE	06/24/2015	45.95
CARRIER WEST OSAGE	03038254328	BRETT TUBBS	FACILITIES	07/16/2015	581.83
CARRIER WEST OSAGE	03038254328	BRETT TUBBS	FACILITIES	06/26/2015	51.28
CARRIER WEST OSAGE	03038254328	BRETT TUBBS	FACILITIES	06/26/2015	30.00
CASA BONITA 361	DENVER	MEGAN FRASER	REC CENTER	07/01/2015	457.64
CBI*CLEVERBRIDGE INC	800-799-9570	TERRELL PHILLIPS	WATER	07/15/2015	78.80
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/20/2015	79.90
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	07/20/2015	27.64
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	06/24/2015	35.90
CENTENNIAL PRINTING	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/30/2015	195.00
CENTENNIAL PRINTING	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/26/2015	43.05
CENTENNIAL PRINTING	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/23/2015	62.00
CENTRO, INC.	MEMPHIS	GLEN SIEDENBURG	WATER	07/01/2015	682.01
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	07/20/2015	4,475.97
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	07/20/2015	108.17
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	06/22/2015	4,413.66
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	06/22/2015	93.29
CIMA CO INFO MGMT	03038947878	CHRISTOPHER NEVES	IT	07/09/2015	83.00
CITRON WORKSPACES	303-5312510	DAVID SZABADOS	FACILITIES	06/22/2015	50.00
COBITCO INC	DENVER	VICKIE ILKO	OPERATIONS	07/20/2015	345.60
COLOGRAPHIC INC	303-2884796	DAVE HINZ	POLICE	06/25/2015	750.00
COLORADO GOLF & TURF,	LITTLETON	DAVID BARIL	GOLF COURSE	07/14/2015	456.00
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	07/12/2015	109.95
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	06/22/2015	246.62
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	07/14/2015	109.90
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	07/14/2015	102.85

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	07/14/2015	175.00
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	07/07/2015	5.98
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	07/07/2015	5.98
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	06/23/2015	176.15
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	06/23/2015	102.85
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	06/23/2015	109.90
COMPLIANCESIGNS.COM	08005781245	CATHERINE JEPSON	PARKS	07/08/2015	14.95
CPS DISTRIBUTORS INC B	BOULDER	GLEN SIEDENBURG	WATER	07/16/2015	30.87
CPS DISTRIBUTORS INC B	BOULDER	DENNIS COYNE	PARKS	07/13/2015	437.52
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	07/09/2015	14.00
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	07/07/2015	165.73
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	07/01/2015	598.14
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	06/20/2015	25.00
CUMMINS ROCKY MOUNTAIN	03032870201	ANGELA NORENE	OPERATIONS	07/15/2015	647.16
CUSTOM UPHOLSTERY AND	BOULDER	PHIL LIND	FACILITIES	07/13/2015	325.00
CUSTOM UPHOLSTERY AND	BOULDER	MIKE THOMPSON	FACILITIES	06/25/2015	410.00
DAILY CAMERA	BOULDER	DIANE M KREAGER	FINANCE	07/15/2015	972.84
DAILY CAMERA SUBSCRIPT	303-4443444	DAWN BURGESS	CITY MANAGER	07/13/2015	11.14
DANA KEPNER COMPANY/HD	08003323079	ANGELA NORENE	OPERATIONS	07/13/2015	134.18
DANA KEPNER COMPANY/HD	DENVER	JEFF LEBECK	OPERATIONS	07/10/2015	303.63
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	07/10/2015	46.84
DBC IRRIGATION SUPPLY	BROOMFIELD	BRADLEY AUSTIN	PARKS	07/07/2015	41.32
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/26/2015	162.95
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	06/26/2015	61.94
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	07/08/2015	159.69
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	06/22/2015	678.26
DEN COL SUPPLY COMPANY	DENVER	DAVE NICHOLS	OPERATIONS	07/09/2015	126.81
E 470 EXPRESS TOLLS	303-5373470	AMANDA PERERA	REC CENTER	06/26/2015	44.55
EARL'S SAW SHOP	BOULDER	MICHAEL TOWERS	PARKS	07/16/2015	41.99
ELECTRIDUCT INC	09548616305	DAVID SZABADOS	FACILITIES	07/10/2015	52.62
ENERGY MANAGEMENT CORP	801-366-4100	JUSTIN ELKINS	WASTEWATER	06/23/2015	375.00
EPIC SPORTS	03166120150	JESSE DEGRAW	REC CENTER	06/23/2015	116.40
FACEBOOK MWVDP7WP72	650-6187714	DENISE WHITE	GOLF COURSE	07/10/2015	5.55
FALCON ROAD MAINTENANC	MIDLAND	MASON THOMPSON	OPERATIONS	07/15/2015	160.03
FASTENAL COMPANY01	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/20/2015	-70.07
FASTENAL COMPANY01	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/20/2015	25.23
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	07/17/2015	343.05
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	07/09/2015	25.70
FASTENAL COMPANY01	LOUISVILLE	BRETT TUBBS	FACILITIES	07/09/2015	21.01
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	07/07/2015	58.11
FASTENAL COMPANY01	LOUISVILLE	BRETT TUBBS	FACILITIES	07/07/2015	25.31
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	06/29/2015	54.80

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	06/29/2015	9.08
FEDEX 780939249475	MEMPHIS	ROBERT CARRA	WATER	07/08/2015	13.96
FERGUSON ENT #1166	303-245-0456	PHIL LIND	FACILITIES	07/13/2015	133.53
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	07/17/2015	221.60
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	06/30/2015	336.30
FONTS COM	08004248973	KAREN FREITER	LIBRARY	06/26/2015	21.00
GARVIN SEWER SERVICES	ENGLEWOOD	MIKE THOMPSON	FACILITIES	06/23/2015	103.00
GEAR FOR SPORT	09136932109	DAVID BARIL	GOLF COURSE	07/13/2015	714.14
GENERAL AIR SERVICE ZU	303-8927003	DENNIS COYNE	PARKS	07/14/2015	8.87
GENERAL AIR SERVICE ZU	303-8927003	DENNIS COYNE	PARKS	06/23/2015	9.15
GENERAL AIR SERVICE ZU	303-8927003	JUSTIN ELKINS	WASTEWATER	06/22/2015	54.18
GEORGE T SANDERS 09	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	07/10/2015	47.64
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	06/22/2015	85.63
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	06/19/2015	62.06
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	07/09/2015	87.00
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	07/01/2015	-70.58
GOPHER SPORT	08776997927	KAYLA FEENEY	REC CENTER	07/10/2015	161.11
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	07/09/2015	435.00
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	06/24/2015	190.00
GRAFFS TURF FARMS	FORT MORGAN	DENNIS COYNE	PARKS	06/23/2015	49.60
GREEN CO2 SYSTEMS	970-4820203	PAUL BORTH	REC CENTER	07/09/2015	284.80
GREEN CO2 SYSTEMS	970-4820203	PAUL BORTH	REC CENTER	07/09/2015	258.00
GREEN CO2 SYSTEMS	970-4820203	PAUL BORTH	REC CENTER	06/23/2015	403.60
HACH COMPANY	LOVELAND	BRIAN GARDUNO	OPERATIONS	07/09/2015	992.95
HACH COMPANY	LOVELAND	ROBERT CARRA	WATER	06/16/2015	528.66
HANDTRUCKS2GO	TEL7322767164	SUZANNE JANSSEN	CITY MANAGER	07/15/2015	369.99
HAWKINS COMMERCIAL APP	ENGLEWOOD	KATIE BEASLEY	REC CENTER	07/07/2015	52.91
HD SUPPLY WATERWORKS 5	HENDERSON	STEVE HITE	OPERATIONS	06/30/2015	392.58
HELENA CHEM CO 3522	303-7483109	ERIK SWIATEK	PARKS	07/08/2015	32.83
HILL ENTERPRISES INC -	3034246262	DAVID DEAN	GOLF COURSE	07/14/2015	757.21
HOBBY LOBBY #21	LOUISVILLE	JOANN MARQUES	REC CENTER	06/18/2015	11.99
HOGUE INC.	8004384747	JEFFREY FISHER	POLICE	07/13/2015	26.05
HOLLAND SUPPLY INC	HOLLAND	DENNIS COYNE	PARKS	07/09/2015	360.91
HOMEDPOT.COM	800-430-3376	DAVID SZABADOS	FACILITIES	07/15/2015	198.00
IDEXX DISTRIBUTION INC	02075564294	ROBERT CARRA	WATER	07/08/2015	278.96
INSTANT IMPRINTS	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	07/09/2015	370.80
INSTANT IMPRINTS	LOUISVILLE	DAVE HINZ	POLICE	07/06/2015	464.13
INSTANT IMPRINTS	LOUISVILLE	GLEN SIEDENBURG	WATER	06/25/2015	19.00
INTERMOUNTAIN SAFETY S	GOLDEN	ROBERT CARRA	WATER	06/29/2015	100.00
INTERMOUNTAIN SAFETY S	GOLDEN	ROBERT CARRA	WATER	06/29/2015	125.00
INTL SOC ARBORICULTURE	217-355-9411	MICHAEL TOWERS	PARKS	07/18/2015	52.00
J & S CONTRACTORS SUPP	303-388-4683	CRAIG DUFFIN	PUBLIC WORKS	06/26/2015	206.40

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
J-8 EQUIPMENT CO	03036296881	ANGELA NORENE	OPERATIONS	07/07/2015	195.28
JAX OUTDOOR GEAR	LAFAYETTE	JUSTIN ELKINS	WASTEWATER	06/19/2015	3.49
JAX RANCH & HOME	LAFAYETTE	MICHAEL TOWERS	PARKS	07/14/2015	140.97
JAX RANCH & HOME	LAFAYETTE	BRIAN SINNER	PARKS	07/08/2015	24.33
JAX RANCH & HOME	LAFAYETTE	HARLAN VITOFF	PARKS	06/30/2015	3.99
JAX RANCH & HOME	LAFAYETTE	VICKIE ILKO	OPERATIONS	06/25/2015	37.98
JAX RANCH & HOME	LAFAYETTE	HARLAN VITOFF	PARKS	06/24/2015	550.89
JOHNSTONE SUPPLY OF DE	DENVER	BRETT TUBBS	FACILITIES	07/01/2015	271.82
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/20/2015	158.94
KING SOOPERS #0013	LOUISVILLE	AMANDA PERERA	REC CENTER	07/19/2015	25.70
KING SOOPERS #0013	LOUISVILLE	HARLAN VITOFF	PARKS	07/16/2015	-8.96
KING SOOPERS #0013	LOUISVILLE	HARLAN VITOFF	PARKS	07/15/2015	62.91
KING SOOPERS #0013	LOUISVILLE	CATHERINE JEPSON	PARKS	07/10/2015	26.69
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	07/09/2015	56.41
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/08/2015	12.99
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/06/2015	191.88
KING SOOPERS #0013	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/30/2015	3.99
KING SOOPERS #0013	LOUISVILLE	LARISSA COX	REC CENTER	06/30/2015	15.80
KING SOOPERS #0013	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/30/2015	61.49
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/25/2015	43.97
KING SOOPERS #0013	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/25/2015	10.58
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/22/2015	142.10
KINSCO	LONGMONT	EMBER K BRIGNULL	PARKS	06/29/2015	38.54
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/08/2015	106.66
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/08/2015	81.41
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	07/08/2015	517.19
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	06/30/2015	82.76
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	06/30/2015	27.24
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	06/30/2015	145.94
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	06/30/2015	382.21
L.L. JOHNSON DIST	DENVER	RON CHOATE	OPERATIONS	06/30/2015	17.66
L.L. JOHNSON DIST	03033201270	DAVID DEAN	GOLF COURSE	06/30/2015	21.37
L.L. JOHNSON DIST	DENVER	BRIAN SINNER	PARKS	06/25/2015	952.80
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	07/10/2015	6,310.98
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	07/10/2015	529.17
LEXISNEXIS RISK DAT	08883328244	CHRISTI GORDANIER	POLICE	07/03/2015	111.70
LITTLE VALLEY WHOLESAL	BRIGHTON	BOB BERNHARDT	PARKS	06/30/2015	244.50
LOUISVILLE CHAMBER OF	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	06/22/2015	280.00
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/20/2015	19.95
LOWES #00220*	LOUISVILLE	KIM CONTINI	REC CENTER	07/18/2015	10.24
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	07/17/2015	36.98
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	07/17/2015	25.46

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	07/16/2015	20.99
LOWES #00220*	LOUISVILLE	LOGAN HAYMORE	POLICE	07/16/2015	-3.00
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	07/16/2015	279.67
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/16/2015	70.82
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/16/2015	-14.98
LOWES #00220*	LOUISVILLE	LOGAN HAYMORE	POLICE	07/16/2015	106.57
LOWES #00220*	LOUISVILLE	KATIE MEYER	REC CENTER	07/15/2015	24.98
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	07/15/2015	117.93
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	07/15/2015	81.45
LOWES #00220*	LOUISVILLE	BRIAN SINNER	PARKS	07/14/2015	52.96
LOWES #00220*	LOUISVILLE	DAVE HINZ	POLICE	07/14/2015	13.89
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	07/14/2015	90.94
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/13/2015	59.97
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	07/13/2015	45.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/10/2015	30.99
LOWES #00220*	LOUISVILLE	BRIAN SINNER	PARKS	07/09/2015	22.01
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/09/2015	80.12
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	07/09/2015	-19.98
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	07/09/2015	14.70
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/09/2015	33.84
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	07/08/2015	19.04
LOWES #00220*	LOUISVILLE	VICKIE ILKO	OPERATIONS	07/08/2015	119.84
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	07/07/2015	112.98
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/07/2015	13.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	07/07/2015	15.60
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	07/07/2015	9.24
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	07/06/2015	20.97
LOWES #00220*	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	07/06/2015	16.25
LOWES #00220*	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	07/06/2015	-1.27
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/06/2015	4.72
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	07/06/2015	21.03
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	07/03/2015	56.46
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/03/2015	89.94
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	07/02/2015	66.32
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	07/02/2015	30.89
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	07/02/2015	31.45
LOWES #00220*	LOUISVILLE	STEVE HITE	OPERATIONS	07/01/2015	23.96
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	07/01/2015	27.00
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/30/2015	22.62
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/30/2015	72.46
LOWES #00220*	LOUISVILLE	HUGO ROMERO	OPERATIONS	06/30/2015	6.88
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/30/2015	89.98

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	06/30/2015	46.66
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	06/26/2015	14.08
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/26/2015	35.03
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/26/2015	25.41
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/26/2015	.48
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/26/2015	11.94
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/26/2015	35.93
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/25/2015	24.79
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/25/2015	59.96
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/25/2015	83.78
LOWES #00220*	LOUISVILLE	DAVE HINZ	POLICE	06/24/2015	39.97
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/24/2015	14.76
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/23/2015	16.16
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/23/2015	224.28
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/22/2015	50.19
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/22/2015	15.76
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/20/2015	683.86
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/19/2015	41.88
LOWES #02432*	WESTMINSTER	DAVID BARIL	GOLF COURSE	07/09/2015	97.40
LUCKY PIE PIZZA	LOUISVILLE	HEATHER BALSER	CITY MANAGER	07/14/2015	88.00
M ADCOX AUTH SNAPON D	303-910-7476	DAVID DEAN	GOLF COURSE	07/06/2015	119.99
MARKERS INC	AVON LAKE	DAVID BARIL	GOLF COURSE	07/01/2015	930.39
MCDONALD'S F14200	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/30/2015	1.69
MCGUCKIN HARDWARE	BOULDER	KATHLEEN D LORENZO	PARKS	07/13/2015	179.82
MESSAGE MEDIA	MELBOURNE	MEREDYTH MUTH	CITY MANAGER	07/02/2015	900.00
METAL MART #67	COMMERCE CITY	DAVID BARIL	GOLF COURSE	07/02/2015	409.50
MICHAELS STORES 2059	SUPERIOR	AMANDA PERERA	REC CENTER	07/14/2015	12.96
MID-AIR ADVENTURES	THORNTON	MEGAN FRASER	REC CENTER	07/08/2015	434.50
MIRACLE RECREATION	07049491600	KATHLEEN D LORENZO	PARKS	07/06/2015	119.70
MISSION CRITICAL SYSTE	DENVER	DAVE HINZ	POLICE	07/01/2015	385.00
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	07/17/2015	227.06
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	07/15/2015	417.14
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	07/14/2015	459.91
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	07/07/2015	219.91
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	07/07/2015	225.09
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	06/30/2015	388.44
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	06/24/2015	452.93
MONTE CARLO HOTEL AND CASINO	LAS VEGAS	RONDA ROMERO	HUMAN RESOURCES	07/06/2015	86.24
MOTORIZED SHADES INC	BOULDER	BRETT TUBBS	FACILITIES	07/06/2015	112.50
NAPA AUTO PART 0026903	LOUISVILLE	RUSSELL ELLIOTT	WATER	07/19/2015	42.99
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	07/17/2015	2,505.27
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	07/17/2015	983.10

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
NAPA AUTO PART 0026903	LOUISVILLE	DAVE NICHOLS	OPERATIONS	07/13/2015	10.18
NAPA AUTO PART 0026903	LOUISVILLE	ROBERT ERICHSEN	PARKS	07/10/2015	65.27
NAPA AUTO PART 0026903	LOUISVILLE	STEVE HITE	OPERATIONS	07/06/2015	31.98
NAPA AUTO PART 0026903	LOUISVILLE	MICHAEL TOWERS	PARKS	07/01/2015	2.75
NAPA AUTO PART 0026903	LOUISVILLE	MICHAEL TOWERS	PARKS	06/29/2015	16.97
NAPA AUTO PART 0026903	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/25/2015	5.82
NAPA AUTO PART 0026903	LOUISVILLE	ROBERT ERICHSEN	PARKS	06/19/2015	29.10
NAPA AUTO PART 0026903	LOUISVILLE	ERIK SWIATEK	PARKS	06/18/2015	9.00
NATIONAL HOLE IN ONE	RICHARDSON	DAVID BARIL	GOLF COURSE	06/23/2015	595.00
NATIONAL RECREATION &	703-858-2179	KATIE BEASLEY	REC CENTER	07/13/2015	165.00
NATIONAL RECREATION &	703-858-2179	JULIE SEYDEL	REC CENTER	07/09/2015	165.00
NORTHWEST PARKWAY LLC	303-9262500	AMANDA PERERA	REC CENTER	06/25/2015	12.15
NRPA-CONGRESS	703-858-2179	KATIE BEASLEY	REC CENTER	07/14/2015	485.00
NRPA-CONGRESS	703-858-2179	JULIE SEYDEL	REC CENTER	07/14/2015	485.00
NSC*NORTHERN SAFETY CO	800-631-1246	ANGELA NORENE	OPERATIONS	07/08/2015	214.88
O MEARA FORD	NORTHGLENN	RON CHOATE	OPERATIONS	07/07/2015	20.86
O MEARA FORD	NORTHGLENN	RON CHOATE	OPERATIONS	07/01/2015	269.21
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	06/25/2015	69.20
O.C.P.O. /C.E.C.T.I.	303-3948994	ROBERT DUPORT	WATER	07/16/2015	90.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	07/09/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	HUGO ROMERO	OPERATIONS	07/08/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	ROBERT DUPORT	WATER	07/07/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	ROBERT DUPORT	WATER	07/06/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	07/06/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	ANGELA NORENE	OPERATIONS	07/01/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	BRIAN GARDUNO	OPERATIONS	06/24/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	VICKIE ILKO	OPERATIONS	06/24/2015	60.00
OFFICE DEPOT #1078	800-463-3768	JANET AGUIRRE	POLICE	07/06/2015	3.79
OFFICE DEPOT #1080	800-463-3768	JANET AGUIRRE	POLICE	07/06/2015	86.98
OFFICEMAX CT*IN#004749	877-969-6629	MONICA GARLAND	BUILDING SAFETY	07/02/2015	116.40
OFFICEMAX CT*IN#505691	877-969-6629	MONICA GARLAND	BUILDING SAFETY	06/22/2015	59.80
OFFICEMAX CT*IN#880787	877-969-6629	MONICA GARLAND	BUILDING SAFETY	06/19/2015	96.75
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	HARLAN VITOFF	PARKS	07/16/2015	4.71
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	DAVID BARIL	GOLF COURSE	07/15/2015	91.22
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	JEFFREY FISHER	POLICE	07/09/2015	142.39
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	DAVID BARIL	GOLF COURSE	07/09/2015	13.49
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	ERICA BERZINS	POLICE	06/25/2015	84.46
OLD SANTA FE MEXICAN G	LOUISVILLE	VICKIE ILKO	OPERATIONS	07/04/2015	12.98
PACKAGING SUPPLIERS OF	3033750695	ERICA BERZINS	POLICE	07/15/2015	26.45
PAULINO GARDENS	DENVER	TYLER DURLAND	PARKS	07/16/2015	50.27
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	07/02/2015	19.95
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	07/02/2015	136.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PAYPAL *GRIZZLYBEHR	4029357733	DAVID BARIL	GOLF COURSE	06/29/2015	17.58
PAYPAL *OFTHEEARTH	4029357733	DAVID BARIL	GOLF COURSE	06/29/2015	6.89
PEN*PENNWELL JOBS	800-331-4463	RONDA ROMERO	HUMAN RESOURCES	06/22/2015	99.00
PETMOUNTAIN.COM	8883738686	RUSSELL ELLIOTT	WATER	06/29/2015	61.99
PETSMART INC 1015	SUPERIOR	RUSSELL ELLIOTT	WATER	06/22/2015	33.96
PGA MEMBER INFO SRVCS	08004742776	DAVID BARIL	GOLF COURSE	06/30/2015	554.00
PIONEER SAND COMPANY	BROOMFIELD	HARLAN VITOFF	PARKS	06/30/2015	23.93
PIONEER SAND COMPANY	BROOMFIELD	HARLAN VITOFF	PARKS	06/19/2015	179.90
PLUMBINGSUPPLY GROUP	CHICO	BRETT TUBBS	FACILITIES	07/06/2015	43.65
POWER SYSTEMS	08657698223	PEGGY JONES	REC CENTER	07/03/2015	184.75
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	07/02/2015	531.00
PROFESSIONAL PLASTICS,	714-4466500	PHIL LIND	FACILITIES	07/14/2015	-4.26
PROFESSIONAL PLASTICS,	714-4466500	PHIL LIND	FACILITIES	06/25/2015	-4.26
PUBLIC HEALTH & ENVIRO	03036922130	JUSTIN ELKINS	WASTEWATER	06/24/2015	60.45
PUBLICATION PRINTERS C	DENVER	DENISE WHITE	GOLF COURSE	06/25/2015	929.09
PUSH PEDAL PULL-CORPOR	06055752136	KATHY MARTIN	REC CENTER	07/15/2015	316.00
PUSH PEDAL PULL-CORPOR	06055752136	KATHY MARTIN	REC CENTER	07/02/2015	240.00
R AND R PRODUCTS INC	520-889-3593	DAVID DEAN	GOLF COURSE	07/09/2015	179.16
R AND R PRODUCTS INC	520-889-3593	DAVID DEAN	GOLF COURSE	06/30/2015	46.83
RCKY MTN ACCESS CONTRO	COMMERCE CTY	CLIFFORD SWETT	IT	06/30/2015	135.00
RCSEVENTS 303-527-2905	BOULDER	KATHY MARTIN	REC CENTER	07/01/2015	466.90
RECREATION SUPPLY COMP	BISMARCK	JOANN MARQUES	REC CENTER	06/30/2015	148.25
RED DOG RADIOS LLC	303-6529494	DAVE HINZ	POLICE	07/18/2015	93.95
ROADSAFE 3101	401-2534600	VICKIE ILKO	OPERATIONS	07/20/2015	220.00
ROADSAFE 3101	401-2534600	VICKIE ILKO	OPERATIONS	07/07/2015	281.25
ROADSAFE 3101	401-2534600	VICKIE ILKO	OPERATIONS	06/29/2015	240.00
ROCKY MOUNTAIN SPORTS	800-525-2852	JESSE DEGRAW	REC CENTER	07/09/2015	84.99
ROCKYMOUNTA	3037688088	KAYLA FEENEY	REC CENTER	07/08/2015	350.00
ROSE STEEL & SUPPLY	LAFAYETTE	DAVE NICHOLS	OPERATIONS	07/09/2015	43.62
ROSS STORES #1056	LOVELAND	SUZANNE JANSSEN	CITY MANAGER	07/19/2015	105.43
ROYALTY COACH	FORT COLLINS	KATIE BEASLEY	REC CENTER	07/10/2015	797.50
SAFE SYSTEMS, INC	03034441191	POLLY A BOYD	PARKS	07/01/2015	122.55
SHARP BROS SEED CO.	GREELEY	DAVID DEAN	GOLF COURSE	07/10/2015	317.00
SHRED-IT DENVER	03032939170	AMANDA PERERA	REC CENTER	07/06/2015	94.46
SILVERHEELS AT THE ORE	FRISCO	KENNETH SWANSON	BUILDING SAFETY	06/18/2015	69.82
SIRCHIE FINGER PRINT L	800-3567311	ERICA BERZINS	POLICE	07/07/2015	100.07
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	07/17/2015	196.71
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	07/15/2015	71.99
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	07/14/2015	129.50
SOURCE OFFICE PRODUCTS	303-9648100	KERRY HOLLE	PUBLIC WORKS	07/10/2015	53.52
SOURCE OFFICE PRODUCTS	303-9648100	DAWN BURGESS	CITY MANAGER	07/09/2015	26.18
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	07/09/2015	89.11

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SOURCE OFFICE PRODUCTS	303-9648100	DIANE M KREAGER	FINANCE	07/06/2015	31.05
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	07/06/2015	839.90
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	07/02/2015	314.75
SOURCE OFFICE PRODUCTS	303-9648100	DIANE M KREAGER	FINANCE	06/30/2015	49.17
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	06/30/2015	37.56
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	06/24/2015	180.15
SOURCE OFFICE PRODUCTS	303-9648100	LESLIE RINGER	HUMAN RESOURCES	06/23/2015	15.84
SOURCE OFFICE PRODUCTS	303-9648100	LESLIE RINGER	HUMAN RESOURCES	06/22/2015	113.81
SOURCE OFFICE PRODUCTS	303-9648100	LESLIE RINGER	HUMAN RESOURCES	06/22/2015	166.45
SOUTHWEST AIRLINES	800-435-9792	ERIK J STEVENS	PARKS	07/02/2015	218.00
SPEEDY SIGN WORKS INC	LAFAYETTE	JEFF LEBECK	OPERATIONS	07/20/2015	370.00
SPEEDY SIGN WORKS INC	303-5302595	JEFF LEBECK	OPERATIONS	07/13/2015	100.00
SPORTING NEWS GRILL	FRISCO	KENNETH SWANSON	BUILDING SAFETY	06/19/2015	13.96
SQ *BITTERSWEET CAFE &	LOUISVILLE	AARON DEJONG	CITY MANAGER	07/06/2015	5.76
SQ *BITTERSWEET CAFE &	LOUISVILLE	AARON DEJONG	CITY MANAGER	06/19/2015	15.90
SQ *HARLEQUIN'S GAR	BOULDER	CATHERINE JEPSON	PARKS	07/10/2015	71.10
SQ *STEVE LANZ	BROOMFIELD	HARLAN VITOFF	PARKS	07/02/2015	325.00
SQ *THE ST. VRAIN HIST	LONGMONT	KATIE BEASLEY	REC CENTER	07/20/2015	490.00
STAPLES DIRECT	800-3333330	SUZANNE JANSSEN	CITY MANAGER	07/17/2015	-19.03
STAPLS7138502946000001	877-8267755	KAREN FREITER	LIBRARY	06/20/2015	72.37
STAPLS7138502946000002	877-8267755	KAREN FREITER	LIBRARY	06/20/2015	7.78
STAPLS7138797472000001	877-8267755	KAREN FREITER	LIBRARY	06/26/2015	38.70
STAPLS7139064678000001	877-8267755	DIANE M KREAGER	FINANCE	07/02/2015	208.31
STAPLS7139064678000002	877-8267755	DIANE M KREAGER	FINANCE	07/02/2015	.99
STAPLS7139246161000001	877-8267755	KAREN FREITER	LIBRARY	07/07/2015	21.82
STAPLS7139246161000002	877-8267755	KAREN FREITER	LIBRARY	07/16/2015	36.69
STAPLS7139398707000001	877-8267755	CAROL HANSON	CITY CLERK	07/09/2015	75.34
STAPLS7139398707000002	877-8267755	CAROL HANSON	CITY CLERK	07/09/2015	9.69
STERICYCLE	08667837422	POLLY A BOYD	PARKS	07/10/2015	311.65
SUPPLYWORKS CORP	08565333261	PATRICIA MORGAN	REC CENTER	07/08/2015	132.50
SUPPLYWORKS CORP	08565333261	ROBERT ERICHSEN	PARKS	07/07/2015	408.68
SUPPLYWORKS CORP	08565333261	ROBERT ERICHSEN	PARKS	06/26/2015	417.63
SUPPLYWORKS CORP	08565333261	PATRICIA MORGAN	REC CENTER	06/24/2015	521.94
SURVEYMONKEY.COM	971-2445555	DIANE EVANS	REC CENTER	07/18/2015	204.00
TACTICALGEARCOM	636-6808000	JEFFREY FISHER	POLICE	07/10/2015	122.89
TARGET 00017699	SUPERIOR	JESSE DEGRAW	REC CENTER	06/25/2015	11.98
TARGET 00017699	SUPERIOR	PAULA KNAPEK	HUMAN RESOURCES	06/24/2015	17.94
TARGET 00017699	SUPERIOR	DAVID BARIL	GOLF COURSE	06/24/2015	29.98
TFS*FISHER SCI ATL	800-766-7000	RUSSELL ELLIOTT	WATER	07/16/2015	111.50
TFS*FISHER SCI ATL	800-766-7000	RUSSELL ELLIOTT	WATER	07/02/2015	55.75
THE GOLF COURSE@INTERL	BROOMFIELD	DAVID BARIL	GOLF COURSE	07/15/2015	900.00
THE HOME DEPOT 1506	LOUISVILLE	ERIK SWIA TEK	PARKS	07/17/2015	127.04

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	07/16/2015	16.34
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	07/16/2015	22.56
THE HOME DEPOT 1506	LOUISVILLE	ERIK SWIATEK	PARKS	07/16/2015	283.49
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	07/16/2015	14.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/16/2015	29.49
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	07/14/2015	78.88
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	07/14/2015	70.94
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	07/14/2015	-50.20
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	07/14/2015	125.00
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	07/13/2015	130.79
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/13/2015	9.93
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	07/13/2015	49.97
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	07/13/2015	52.51
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	07/10/2015	3.79
THE HOME DEPOT 1506	LOUISVILLE	ERIK SWIATEK	PARKS	07/10/2015	233.32
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	07/09/2015	53.56
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	07/08/2015	7.96
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	07/08/2015	16.40
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	07/08/2015	17.94
THE HOME DEPOT 1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/07/2015	24.98
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	07/07/2015	10.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/06/2015	11.27
THE HOME DEPOT 1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	07/06/2015	342.70
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	07/06/2015	5.77
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	07/06/2015	46.85
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	07/06/2015	24.53
THE HOME DEPOT 1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/03/2015	6.98
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	07/02/2015	19.97
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	07/01/2015	21.97
THE HOME DEPOT 1506	LOUISVILLE	RUSSELL ELLIOTT	WATER	07/01/2015	39.96
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	07/01/2015	24.96
THE HOME DEPOT 1506	LOUISVILLE	GLEN SIEDENBURG	WATER	07/01/2015	112.83
THE HOME DEPOT 1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	06/30/2015	20.10
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/26/2015	41.82
THE HOME DEPOT 1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/26/2015	39.69
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/25/2015	26.18
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	06/25/2015	38.94
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	06/25/2015	8.20
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/23/2015	39.62
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/23/2015	158.39
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/22/2015	54.63
THE HOME DEPOT 1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/22/2015	21.09

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	JEFF LEBECK	OPERATIONS	06/19/2015	11.88
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/19/2015	11.85
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/18/2015	56.94
THE MINE	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/02/2015	63.66
THE UPS STORE 5183	SUPERIOR	DAVE HINZ	POLICE	07/20/2015	23.71
THE UPS STORE 5183	SUPERIOR	DAVID D HAYES	POLICE	06/26/2015	47.23
THE UPS STORE 5183	SUPERIOR	JUSTIN ELKINS	WASTEWATER	06/19/2015	32.94
TIFCO INDUSTRIES INC	281-5716000	BRETT TUBBS	FACILITIES	07/14/2015	-27.53
TIFCO INDUSTRIES INC	281-5716000	BRETT TUBBS	FACILITIES	07/01/2015	621.71
TOSHIBA BUSINESS SOLUT	CHANDLER	AMANDA PERERA	REC CENTER	06/23/2015	275.56
TRACTOR SUPPLY CO #178	BRIGHTON	DAVID DEAN	GOLF COURSE	07/01/2015	81.03
TRANSCAT INC	585-352-9720	DAVID SZABADOS	FACILITIES	07/06/2015	418.08
TRIM-LOK	BUENA PARK	DAVID SZABADOS	FACILITIES	06/23/2015	141.51
ULINE *SHIP SUPPLIES	800-295-5510	DAVID BARIL	GOLF COURSE	06/24/2015	199.29
UNITED REFRIG BR #T9	LOUISVILLE	PHIL LIND	FACILITIES	06/30/2015	18.78
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/26/2015	262.02
USA BLUE BOOK	08004939876	JUSTIN ELKINS	WASTEWATER	07/15/2015	634.71
USPS 07567002330362917	LOUISVILLE	JESSE DEGRAW	REC CENTER	07/09/2015	31.45
USPS 07567002330362917	LOUISVILLE	ROBERT DUPORT	WATER	07/09/2015	19.99
VANS EQUIPMENT COMPANY	303-8289600	DAVID DEAN	GOLF COURSE	06/30/2015	453.96
VERMONT SYSTEMS INC	802-879-6993	JULIE SEYDEL	REC CENTER	06/29/2015	330.79
VZWRLSS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	07/13/2015	1,154.22
VZWRLSS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	07/09/2015	1,251.91
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	07/05/2015	20.00
WAL-MART #1045	LAFAYETTE	PATRICIA MORGAN	REC CENTER	07/14/2015	19.94
WAL-MART #1045	LAFAYETTE	JOANN MARQUES	REC CENTER	06/22/2015	93.12
WAL-MART #5341	BROOMFIELD	ERICA BERZINS	POLICE	06/26/2015	87.04
WALGREENS #7006	LOUISVILLE	KIM CONTINI	REC CENTER	07/15/2015	5.46
WATERLOO ICEHOUSE	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	07/15/2015	44.00
WW GRAINGER	877-2022594	PHIL LIND	FACILITIES	07/16/2015	598.32
WW GRAINGER	877-2022594	JUSTIN ELKINS	WASTEWATER	07/15/2015	95.31
WW GRAINGER	877-2022594	PHIL LIND	FACILITIES	07/14/2015	324.64
WW GRAINGER	PITTSBURGH	DAVID DEAN	GOLF COURSE	07/02/2015	-4.18
WW GRAINGER	PITTSBURGH	DAVID DEAN	GOLF COURSE	07/02/2015	-111.69
WW GRAINGER	PITTSBURGH	DAVID DEAN	GOLF COURSE	07/02/2015	-58.66
WW GRAINGER	PITTSBURGH	DAVID DEAN	GOLF COURSE	07/02/2015	-35.66
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	07/08/2015	114.98
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	07/02/2015	27.77
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	07/02/2015	86.94
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	07/02/2015	43.80
WW GRAINGER	PITTSBURGH	DAVID DEAN	GOLF COURSE	06/24/2015	-25.13
WW GRAINGER	PITTSBURGH	DAVID DEAN	GOLF COURSE	06/24/2015	-2.80

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
WW GRAINGER	877-2022594	ROBERT DUPORT	WATER	07/01/2015	173.40
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	06/23/2015	39.60
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	06/23/2015	243.16
WW GRAINGER	877-2022594	BRIAN SINNER	PARKS	06/22/2015	610.92
X-ARENA	THORNTON	AMANDA PERERA	REC CENTER	07/15/2015	472.00
YUSEN AIR & SEA SERVIC	GARDEN CITY	DAVID BARIL	GOLF COURSE	06/19/2015	209.88
THE SAGE CORPORATION		DAVE NICHOLS	OPERATIONS	06/22/2015	175.00
TOTAL					\$ 98,012.14

City Council Meeting Minutes

**July 28, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM**

Call to Order – Mayor Muckle called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council: *Mayor Robert Muckle, Mayor Pro Tem Hank Dalton
Council members: Susan Loo, Chris Leh,
Jeff Lipton and Ashley Stolzmann*

Absent: *Council member Jay Keany*

Staff Present: *Malcolm Fleming, City Manager
Heather Balser Deputy City Manager
Kevin Watson, Finance Director
Kurt Kowar, Public Works Director
Troy Russ, Planning and Building Safety Director
Aaron DeJong, Economic Development Director
Sean McCartney, Principal Planner
Lauren Trice, Planner I
Nancy Varra, City Clerk*

Others Present: *Sam Light, City Attorney*

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Keany.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Angie Layton, 619 W. Juniper Court, Louisville, CO explained she is the Chairperson for East Boulder County Relay for Life. She voiced her appreciation to the City Council for their support of the Relay 4 Life. The event will take place this Saturday at Waneka Lake in Lafayette. She invited everyone to attend the event

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the Bills***
- B. Approval of Minutes –July 14, 2015***
- C. Approve and Ratify Payment for the Builders Risk Insurance with American Zurich Insurance Company for the Wastewater Treatment Facility Upgrades***

Mayor Muckle noted a small revision to the July 14th City Council minutes and called for other changes. Hearing none he moved to approve the Consent Agenda as amended, seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Keany.

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Muckle encouraged the public to attend the Louisville Chamber of Commerce “Pints in the Park” event, which will be held on August 29th at the Community Park.

CITY MANAGER’S REPORT

No items to report.

REGULAR BUSINESS

RESOLUTION No. 49, SERIES 2015 – A RESOLUTION DESIGNATING THE VAUGHN HOUSE LOCATED AT 701 LINCOLN AVENUE A HISTORIC LANDMARK

Mayor Muckle requested a staff presentation.

Planner I Trice explained the request is to landmark the Vaughn House at 701 Lincoln Avenue (Lots 9-11, Block 9 Pleasant Hill). The home was constructed circa 1900. The applicant and owner is Ed Wiley.

Historical Background: This house was owned by the Jaksa, Jefferson, Horn, Viggers, and Vaughn families over a period of over 100 years. The applicant could not be present but prepared a letter, which was read by Planner I Trice. She quoted parts of the letter as follows: “My main priority in pursuing landmark status, however, is one of preservation -- I want to do what I can to make sure that my home continues to

contribute to the historical character of "Old Town. I love knowing that the house we now live in has been part of Louisville for over 100 years and has played a part in contributing to the historical "feel" of the community."

Staff Recommendation: Staff believes the structure has maintained significant architectural integrity since and has a significant social history. Staff recommends the house be named for the Vaughn family who owned the house for over 70 years. Staff recommended City Council approval of Resolution No. 49, Series 2015 designating the structure at 701 Lincoln Avenue (Vaughn House) a historic landmark.

COUNCIL COMMENTS

Council member Loo noted the applicant mentioned he may want to add a garage at a later time. She asked staff if the applicant is aware of the required process for such an addition. Planner I Trice confirmed the applicant is aware of the required process.

MOTION: Council member Lipton moved to approve Resolution No. 49, Series 2016, seconded by Mayor Muckle. All were in favor. Absent: Council member Keany.

MCCASLIN MARKETPLACE – 994 W. DILLON ROAD

- 1. ORDINANCE No 1696, SERIES 2015 – AN ORDINANCE APPROVING AN AMENDMENT TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN TO INCREASE THE RETAIL SQUARE FOOTAGE ALLOWED UNDER THE PLAN BY 7,259 SQUARE FEET AND AMEND CERTAIN USE RESTRICTIONS AFFECTING A PORTION OF PARCEL H - 2nd Reading Public Hearing**
- 2. RESOLUTION No. 46, SERIES 2015, A RESOLUTION APPROVING THE 9TH AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR CENTENNIAL VALLEY**
- 3. RESOLUTION No. 47, SERIES 2015 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT AND GENERAL DEVELOPMENT PLAN AMENDMENT FOR A NEW 12,772 SQUARE FOOT, SINGLE STORY BUILDING WITH RETAIL AND RESTAURANT SPACE AT 994 W. DILLON ROAD**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1696, Series 2015 and reviewed the accompanying action documents. He stated all three items could be included in staff's presentation and the public may comment on any of the three agenda items.

Mayor Muckle opened the public hearing and requested a staff presentation.

Principal Planner McCartney explained the McCaslin Market Place request is for a General Development Plan Amendment and a Final PUD for a new 12,772 SF single story retail/restaurant at 994 W. Dillon Road in Centennial Valley.

General Development Plan Amendment: Part of the Centennial Valley GDP was approved in 1979. The GDP currently limits retail to 515,000 SF. The proposed development increases the retail by 7,032 SF. A GDP amendment must comply with the Comprehensive Plan. The 2013 Comprehensive Plan designates this area as "Urban Center". Staff finds the amendment complies with the Goals of the GDP and the Comprehensive Plan.

Final PUD: The Site Plan retains most of the hardscape, landscaping and access points. There is also a drive thru component proposed at the north side of the building.

Parking: The applicant is proposing a mix of uses including a restaurant. The CDDSG requires a parking ratio of 15 spaces per 1,000 SF. If the entire 12,772 SF building is a restaurant, it would require 190 spaces. The applicant's traffic engineer has stated the national average for restaurant parking is 6.37 spaces per 1,000 SF. At this ratio, they only need 81 spaces and they have provided for 91. The staff accepts this modification.

Architecture: The 26'6" overall height and the 38' endcap towers complies with the CDDSG. Materials: Sandstone base, stone veneer main body, steel trellis and stucco header. The glazing is on the pedestrian elements and the clerestory of the tower. The roofline is articulated and the façade provides visual interest. The architecture complies with the CDDSG.

Landscaping: Most of the landscaping is retained. The applicant is requesting to remove 18 existing mature trees along property boundary to improve visibility. 18 trees will be added. The City Forester requests the balance in site view and maintaining tree rows. Staff recommended the applicant continue to work with the City Forester on the landscape plan.

Staff Recommendation: Staff recommended approval of the Final PUD, GDP and GDP Agreement amendments for McCaslin Marketplace with the following condition:

1. With regard to trees to be removed and trees to remain, the applicant shall work with the City Forester to find balance between site visibility and maintaining tree rows along major corridors in the City.

COUNCIL COMMENTS

Mayor Muckle inquired if restaurant parking requirements throughout the City would be revisited or is this parking location simply unique. Planning and Building Safety Director Russ explained this would be an update to the commercial standards. This is intent of the small area plans. The South Boulder Road and McCaslin Small Area Plans govern

the two commercial districts covered by the commercial guidelines. An update to the guidelines would correct the deficiency.

Mayor Muckle inquired about standard restaurant parking ratios. Planning and Building Safety Director Russ explained it is broken down by restaurant and bar and the turnover expectations. Fast food restaurants have a higher turnover, where the restaurant/bar component has a longer stay ratio.

Mayor Muckle asked the applicant if there are tenants for the proposed new building.

Neal Lipman, McCaslin Retail LLC, explained they have leases on three of the six units and are currently in discussions with a fourth tenant who would take approximately 70-80% of the building.

Council member Lipton voiced his concern over relaxing the parking ratios. He inquired about the potential for shared parking agreements. Principal Planner McCartney explained staff requested the applicant look into shared parking agreements with the surrounding businesses. The applicant has been looking into such shared parking arrangements. Planning and Building Safety Director Russ explained this would be reviewed when a building permit application is filed for a tenant finish. The land use for a restaurant/bar would require a higher parking ratio. At that time a shared parking agreement may be required.

Council member Lipton inquired about the future of the Santa Fe Grill. Mr. Lipman explained they are working with the owner to find another location in Louisville.

PUBLIC COMMENT

Rosie Gilbert, 418 Orchard Way, Louisville, CO reported hearing rumors Santa Fe Grill is moving to Erie or Longmont. She felt this business must be protected and asked for a guarantee Santa Fe Grill would remain in Louisville. Mayor Muckle explained the developer has said Santa Fe Grill will remain in Louisville.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

COUNCIL COMMENTS

Council member Stolzmann agreed with a shared parking agreement and felt it should be a condition of approval. She noted she has received complaints about parking conflicts in some commercial areas. Council member Loo asked Council member Stolzmann if she wanted to place a condition on the approval. Council member Stolzmann responded yes and cited the Council Communication, which stated "If City Council deems it necessary; an off-site parking agreement can be required". Mayor Muckle agreed and asked City Attorney Light for such a condition.

City Attorney Light explained a condition could be added to Resolution No. 47, Series 2015. A note on the PUD would reflect a parking agreement shall be required when a restaurant with bar demonstrates the parking demand is requested.

Planning and Building Safety Director Russ explained there is a potential for a proposed restaurant with bar use, which would require a higher parking ratio.

Mayor Muckle inquired about other uses requiring a higher parking ratio. Planner and Building Safety Director Russ explained such use would require a shared parking agreement or the application would be denied. Principal Planner McCartney explained this is a six-unit development and the use of each unit would determine the parking allocation.

Planning and Building Safety Director Russ explained if a use goes out of business and a new tenant finish is requested, the Building Department would forward the request to the Planning Department. The Planning Department reviews the request from a use perspective and parking is part of such review.

City Attorney Light reviewed the condition to the resolution that the PUD shall note the following: "The City will have the right to require a shared parking agreement when a use generating a parking ratio in excess of 7 spaces per 1,000 SF is proposed to be sited within the development".

ORDINANCE No 1696, SERIES 2015

MOTION: Mayor Muckle moved to approve Ordinance No.1696, Series 2015 on second and final reading, seconded by Mayor Pro Tem Dalton. Roll call vote was taken and the motion carried by a vote of 6-0. Absent: Council member Keany.

RESOLUTION No. 46, SERIES 2015

MOTION: Mayor Muckle moved to approve Resolution No. 46, Series 2015, seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Keany.

RESOLUTION No. 47, SERIES 2015

MOTION: Mayor Muckle moved to approve Resolution No. 47, Series 2015, as amended, seconded by Council member Lipton.

City Attorney Light explained the amendment to the resolution provides the City the right to require a shared parking agreement; it does not force a shared parking agreement.

City Manager Fleming clarified the intent is for anything in excess of the 91 parking spaces. There would not be a combination of uses to exceed the level of 7 spaces per 1,000 SF.

Planning and Building Safety Director Russ requested a response from the applicant. Mr. Lipman explained the three prospective tenants are in food sales, but they are looking for other retail businesses. He noted the current tenant, Santa Fe Grill has a restaurant and bar, but does not use all the parking spaces. He will try to get cross-parking agreements; but had concerns relative to getting and keeping tenants with a shared parking requirement in place. He noted a restaurant/bar has a greater parking ratio than a restaurant. Principal Planner McCartney stated the staff agrees with the applicant.

City Attorney Light offered the following friendly amendment to the motion and condition to add the following phrase "causing aggregate parking demand for all uses to exceed 91 parking spaces". Mayor Muckle and Council member Lipton accepted the friendly amendment.

VOTE: All were in favor. Absent: Council member Keany.

ORDINANCE No. 1698, SERIES 2015 – AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF PROPERTY OWNED BY THE CITY AND DESCRIBED AS LOTS 1 AND 2, BLOCK 4, TOWN OF LOUISVILLE AND APPROVING A PARKING LEASE AGREEMENT AND REVOCABLE LICENSE AGREEMENT IN CONNECTION WITH SALE – 2nd Reading –Public Hearing

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1698, Series 2015.

Mayor Muckle opened the public hearing and requested a staff presentation.

Economic Development Director DeJong reviewed the background of the property located at 637 and 611 Front Street. The City purchased the property in 2008 (Lots 1-6) for \$1,500,000. It was leased to the United States Post Office for \$83,500 per year until March of 2009. In 2010 the City approved a 10 year lease to Lucky Pie for 637 Front Street. 611 Front Street was leased to Radcliff Upholstery and Alta Alma Organics until May of 2015.

Lucky Pie and Sweet Cow are strong additions to downtown and have invested over \$300,000 in the building and site. The City expanded the parking in 2012 and will add more parking on Lot 6 in 2015. The owner of Lucky Pie wants to continue to invest in the property, but would like to own the property to feel comfortable about the reinvestment. He plans to improve the kitchen, front of house and the bar area. A commercial appraisal was done in 2013 by Graff Appraisals, who looked at Lots 1-5 (the purchase is for Lots 1-2). With the existing lease it was appraised at \$1,150,000. If the lease was a market lease at \$15/sf it would be \$1,360,000.

Recent Downtown Property Sales: The Melting Pot sold in 2014 for \$160.53 psf. The

Empire also sold in 2014 for \$194.99 psf. 726 Front sold in 2015 for \$192.10 psf. The proposed sale of Lucky Pie would be \$207.79 psf. These figures are for the building square footage upon the individual properties.

Summary: The purchase contract is for Lots 1-2 with Front Street Ventures, LLC, with a revocable license, which includes a loading dock and trash enclosure; parking lease for 12 spaces and a development restriction on height and on the number of stories.

Sales Agreement: Sale of Lots 1 and 2, Block 4, Town of Louisville, the purchase price is \$1,200,000, with a deposit of \$60,000 and the balance due at closing and a 60 day examination. The purchaser shall have an ALTA survey prepared for the property and closing will occur within 120 days of the execution of the agreement. The purchaser may assign the agreement to a different entity wholly owned by purchaser. The purchaser's related entity will agree to terminate the existing lease upon the property.

The Parties agree to the Revocable License upon Lot 3, the Parking Lease upon Lot 3, and a Development Restriction upon Lots 1 and 2. This allows a portion of the loading dock and the trash enclosure to remain. The purchaser will be responsible for its care and maintenance. The City may terminate with 120 day notice. The purchaser must remove the building on Lot 3 at their expense.

Parking Lease: As the sale area does not meet the City's parking requirements the 12 stalls on Lot 3 will be leased at an annual rate of \$9,000 (increasing by CPI) for a 10-year period. The City may relocate the parking stalls as long as they are within 500 feet of the restaurant.

Development Restriction: Limits the property to no more than a two-story building at a maximum height of 30 feet. This ensures a smaller building on the SW corner of Pine and Front Street.

Another Offer: Received an unsolicited offer from Laurence Verbeck of \$1,450,000, with most of the same terms. Should the Council not want to sell to Front Street Ventures, LLC, but still sell the property, staff recommended an RFP process to allow any interested parties to bid.

Summary: The purchase price of \$1,200,000 is greater than the as-is appraisal conducted in January 2013 for Lots 1-5. This sale is only for Lots 1 and 2 and allows for Lucky Pie to reinvest in the property and helps to ensure a successful Louisville business remains in the community. It unencumbers 16 existing parking spaces for public parking. The remaining land can still accommodate parking and the City will receive \$9,000 in annual parking lease revenue. It ensures a maximum two story building on a key downtown corner should the property be redeveloped.

Staff Recommendation: Staff recommended the City Council adopt Ordinance No. 1698, Series 2015 on second and final reading.

PUBLIC COMMENT

Ann Tengler, 494 W Spruce Street, Louisville, CO encouraged Council to define the value of this transaction to include several non-cash factors: These businesses continued presence add to the community at-large. Both businesses continue to be a regional draw; provide a safe family-fun community space, jobs, sales tax revenue and great pizza and ice cream. She felt they are a part of the downtown character and she did not want to lose either business to another City.

Andy Johnson, 920 Lincoln Avenue, Louisville, CO supported the sale of this property to Front Street Ventures. He stated the land purchase agreement has not been conducted behind closed doors and there was prior notice of the sale. He felt this was a fair deal and the price of the property is within the reasonable market range. The purchaser agrees with the restrictions placed on the property, which is important because this is the gateway to the City and the proposed improvement will provide a long-term commitment to Louisville. He stated the Street Faire and the downtown restaurants have made Louisville a regional destination. He urged Council to approve the sale.

Laurence Verbeck, 930 Parkview Street, Louisville, CO explained he put in an offer to purchase the property for \$1,450,000; \$250,000 more than the McManus offer. He was concerned the community was not involved in the process. He did not feel the City was contractually obligated to sale the property to Mr. McManus. He stated the Council made a good faith offer in an executive session without public input. He exchanged emails with City staff last week and was told the City is not accepting offers for the property, which he felt was a deliberate exclusion. He noted there was not an RFP process and in light of this he requested the City Council consider his offer or tell him why they would not consider his offer.

Susan Kelley, 936 Parkview Street, Louisville, CO addressed the public process and although she supported Sweet Cow and Lucky Pie, she felt it must be weighed against the Council's responsibility for the taxpayer-owned building. With respect to the public process, she felt a lot was decided in an executive session. She stated if the property is sold to someone other than the current tenant, the lease will remain in place, it is contractually obliged. If the property is sold to the current tenant, it is not contractually obliged and may be resold.

Drew Honness, 1865 Gordon Drive, Erie, CO Founder of Sweet Cow Ice Cream, explained five years ago he was lucky enough to move into 637 Front Street and start a small ice cream shop, which turned into an ice cream company. He noted each time he considers a new location he looks at the foundation of the community; its schools; parks; the number of restaurants in the area and whether there is the ability to walk or bike to a store. They now look for 20-year leases for new sites. He was grateful to be in Louisville and wanted to stay in his spot. He urged the Council to approve the sale.

Jeff Suffolk, 225 Roosevelt Avenue, Louisville, CO advised the Council to put their money where their values are. He felt the Lucky Pie and Sweet Cow took a great risk to invest their money and develop their businesses in Louisville. He did not feel a higher offer meant a higher value. He supported the sale of the property to Mr. McManus.

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO stated Lucky Pie and Sweet Cow have shown to be a great community value. He felt there was more in this proposal than the money.

John Leary, 1116 LaFarge Avenue, Louisville, CO stated he viewed this issue from a fiscal perspective. He did not believe it was an issue about Sweet Cow or Lucky Pie, he felt it would be a lease, which could be purchased. He questioned why this was not sent out for bids. He stated the City does not know the actual value of the property. He asked what the City's fiscal policy is on this sale of city-owned property. He asked if the City is required to get the best price for the property. He felt the existing offer is creating a business assistance package. A general policy for business assistance is to entice businesses to come to Louisville. He felt the City is setting precedence and this issue should not be decided on an emotional basis.

Phillip Prine, 1091 Copper Hill Court, Louisville, CO stated the City has put a decade and millions of dollars in a downtown plan into Louisville. He felt it would be a shame to throw away the plan. He felt the property should be sold to the right people to continue with the plan.

COUNCIL COMMENTS

Council member Loo addressed the issue of the money and stated the City is not losing any money on the sale of this property. Given the analysis of the cost per sf with recent sales in downtown Louisville, this has a very high rate. She noted the property will be paying property tax and for parking. She did not believe they should be discounting the employment aspects of these businesses. She stated the businesses are making sales tax revenue for the City. She stated this business model is working.

Mayor Pro Tem Dalton made the following statements: Mr. McManus approached the City with an interest in buying the building. The City Council's decision to sell this property was not made in executive session. Council authorized staff to proceed with a certain strategy. The decision will be made in a City Council public hearing. With respect to the notion to suspend the purchase to acquire an updated appraisal, he felt the staff did so by comparing properties recently sold in the downtown area. He asked what would be the objective of an updated appraisal when a good faith offer has been made. He addressed the Verbeck's offer, and noted he and Council member Loo met with him. Mayor Pro Tem Dalton agreed to consider the offer. After considering Mr. Verbeck's offer, Mayor Pro Tem Dalton did not see anything compelling or as good for Louisville as the McManus offer. He stated the Lucky Pie and Sweet Cow have made contributions to the City. He did not believe the property would be flipped. Mr.

McManus has said he wishes to make investments in the property. Mr. McManus is paying a fair price for the property. Mayor Pro Tem Dalton felt this sale is in the best interest of the City.

Council member Leh voiced his appreciation for the public comments. He would support this sales contract for the following reasons: The Council does have an obligation to exercise discretion, but the money is not the most important aspect. He stressed the importance of maintaining the small town character. Council supports homegrown businesses and would not take away from those businesses. These businesses have value and provide a community gathering place. He agreed with Council member Loo the City is not losing money. The Council is not real estate speculators; they are making a business transaction in the best interest of the City.

Council member Stolzmann expressed her appreciation for the public and Council members' comments. She felt the Council has a responsibility for getting a fair value for the sale of the property. She agreed Council should consider the intangibles, which cannot be measured in money, but stressed the importance of understanding what is being left on the table. She felt it would be helpful to get a current appraisal and continue to negotiate with Mr. McManus to get a fair price for the sale. The City has another offer for \$250,000 more, and a well-respected realtor with commercial experience has said the offer is \$1.555 Million off. She referred to the City's Internal Purchasing Policy on the Disposal of Surplus Property and stated if the City deviates from their internal policy, it must be very deliberate and thoughtful on what is to be accomplished. To ensure Sweet Cow and Lucky Pie remains on the property, Council must consider the other factors on the investment and make sure the City is negotiating strongly and not leaving significant items on the table. She felt she has not received sufficient information to demonstrate the City is getting an appropriate price for the property and a current appraisal would be helpful. She did not feel the public had an opportunity to speak on the whole property. Overall, she did not feel she had enough information to proceed with the sale as proposed. She noted she has heard good things about the two businesses and her no vote is not a reflection of the businesses, but felt the Council had to be responsible with public funds.

Mayor Muckle voiced his belief the public use of the site is very important as is the sense of community. He agreed with the community the property should be in the hands of the current business owners. He felt the sale price was fair and the City has a working model of successful businesses.

PUBLIC COMMENTS

Laurence Verbeck, 930 Parkview Street, Louisville, CO addressed the comments relative to job creation and noted other uses can create jobs. He stated a comment was made in reference to the City not losing money, but actually the City is losing money with a discounted lease. He addressed the aspect of fairness and felt the Council was

not abiding by the laws and disagreed with most of the points made about the sale of the property.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

City Attorney Light stated for the record, there is not any provision in Charter, the City's Ordinances or the Purchasing Policy, which requires the City Council to dispose of excess real estate solely for the purpose of a monetary consideration. The surplus property provision of the Purchasing Policy has related definitions that exclude real property. City Council could, if they chose, adopt such a policy; however the current policy does not have a provision that real property be sold for the highest monetary consideration offered. The City Charter requires any transfer of property be approved by ordinance. The purchase contract recognizes this requirement and states closing would not occur until the ordinance is approved.

COUNCIL COMMENT

Council member Lipton stated Council must represent the interests and values of their constituents. This entails balancing the economic interests, the social interests, preserving the small town character, and supporting small town businesses. He agreed with Mayor Muckle this is a fair value. He felt the small town character is supportive of the City's interest. He did not feel this was a business assistance project, nor a special deal for this business. He was in favor of the sale.

MOTION: Mayor Muckle moved to approve Ordinance No.1698, Series 2015 on second and final reading, seconded by Mayor Pro Tem Dalton. Roll call vote was taken and the motion carried by a vote of 5-1. Council member Stolzmann voted no. Absent: Council member Keany.

GATEWAY ANNEXATION

- 1. RESOLUTION No. 50, SERIES 2015 – A RESOLUTION APPROVING AN AMENDMENT TO ADDENDUM TO THE GATEWAY ANNEXATION AGREEMENT**
- 2. ORDINANCE No. 1694, SERIES 2015 – AN ORDINANCE AMENDING ORDINANCES Nos. 1165 AND 1166, SERIES 1994 CONCERNING THE GATEWAY ANNEXATION AND APPROVING AN AMENDMENT TO AN ADDENDUM TO ANNEXATION AGREEMENT – 2nd Reading –Public Hearing**
- 3. RESOLUTION No. 51, SERIES 2015 – A RESOLUTION APPROVING AN AMENDMENT TO THE GATEWAY FINAL PLANNED UNIT DEVELOPMENT (PUD) TO MODIFY THE HEIGHT ALLOWANCE LANGUAGE ON LOT 1, BLOCK 1 FROM “1 STORY WITH A 26 FEET MAXIMUM BUILDING HEIGHT”**

**TO “1 OR 2 STORIES WITH A MAXIMUM BUILDING HEIGHT OF 26 FEET”,
WHERE THE SECOND STORY WOULD ONLY BE ALLOWED IF THE
FOLLOWING CONDITIONS ARE MET:**

- 1. THE PROPOSED PRINCIPAL STRUCTURE MAINTAINS A MINIMUM
3:12 ROOF PITCH; AND,**
- 2. THE PROPOSED LOT COVERAGE SHALL NOT EXCEED 8.5%**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1694, Series 2015 and the accompanying resolutions. He noted this item came before Council a few months ago. He stated the presentation should include all items and the public may speak on any of the three agenda items.

Mayor Muckle opened the public hearing and requested a staff presentation.

Planning and Building Safety Director Russ explained the applicant, Vern Seieroe, has returned to the City requesting approval of a Planned Unit Development (PUD) Amendment to the Gateway Final Planned Unit Development (PUD) to modify the height allowance language on Lot 1, Block 1 from “1 story with a 26 foot maximum building height” to “1 or 2 stories with a maximum building height of 26 feet, where the second story would only be allowed if the following conditions are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5%.”

This is the applicant’s second attempt to amend the PUD to allow a 2nd story within the 26-foot height allowance. City Council denied the applicant’s initial request by denying Ordinance 1687, Series 2015 and an amendment to an addendum to an Annexation Agreement.

The City Council denied the initial amendment request because they felt the request for a 2nd story within the existing 26-foot height allowance without a minimum roof pitch or corresponding maximum lot coverage reduction, would negatively impact the City’s view shed of the Rocky Mountains from McCaslin Boulevard.

Staff Recommendation: Staff recommended approval of Ordinance No. 1694, Series 2015 and Resolutions Nos. 50 and 51, Series 2015.

PUBLIC COMMENT

Phillip Prine, 1091 Copper Hill Court, Louisville, CO, a Gateway HOA member explained this is one of two remaining properties in the development. The HOA is

anxious to have the home built and the property maintained. The HOA reviewed the plans and believes the applicant proposal provides for the least amount of blockage of the view corridor. The HOA fully supported the homeowner's plan.

COUNCIL COMMENT

Council member Loo voiced her full support of the ordinance, which addressed all of her concerns. Mayor Muckle and Council member Stolzmann agreed.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

RESOLUTION No. 50, SERIES 2015

MOTION: Council member Loo moved to approve Resolution No. 50, Series 2015 seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Keany.

ORDINANCE No. 1694, SERIES 2015

MOTION: Mayor Muckle moved to approve Ordinance No.1694, Series 2015 on second and final reading, seconded by Loo. Roll call vote was taken and the motion carried by a vote of 6-0. Absent: Council member Keany.

RESOLUTION No. 51, SERIES 2015

MOTION: Mayor Muckle moved to approve Resolution No. 51, Series 2015 seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Keany.

DISCUSSION/DIRECTION - HISTORIC PRESERVATION MASTER PLAN DISCUSSION OF PERIOD OF SIGNIFICANCE

Mayor Muckle requested a staff presentation.

Linda Haley, 324 Tyler, Louisville, CO Vice-Chair of the Historic Preservation Commission, expressed their appreciation to Planner I Lauren Trice and for their consultant, Mary Therese for their time, creativity and patience. As a Commission they are excited to have the opportunity to have a Preservation Master Plan in place, which will give the HPC clear direction and goals thereby making them more efficient and effective in preserving Louisville's small town historic character. She introduced Planner Lauren Trice, who would make the presentation.

Planner Trice explained the City Council requested staff present the pros and cons of establishing a fixed date or "period of significance" for Louisville's citywide Historic Preservation Program as part of the Preservation Master Plan. The Preservation Master Plan is a voluntary, incentive based, city-wide, 20-year plan for public benefit.

The 50-Year Guideline is the first step for landmarking and is also used for the demolition review.

Demolition Review Process: First a Building Permit is required. If the building is over 50-years old the project must meet the definition of demolition. The HPC subcommittee will determine if the building is eligible for landmarking. The HPC will conduct a public hearing to ensure the project meets the criteria for landmarking. The HPC can place a stay on the demolition of up to six months. If the project is not eligible the demolition permit is released and reviewed by the Building Safety Division.

COUNCIL QUESTIONS

Mayor Pro Tem Dalton inquired whether the period of significance was contemplated as part of the Preservation Master Plan or was it a result of his request for such discussion. Planner I Trice explained the Commission wanted to look at the demolition process and the 50-years to see how it impacts peoples' property.

Mayor Pro Tem Dalton felt it would impact people's property whether it is a fixed period or a rolling period. Planner I Trice agreed, but explained it may provide more than an administrative process. She stated there only a small number of properties moving through the state process.

Pros of a Fixed Date:

- Long term: Prevent an increase in properties eligible for demolition review.
- Fewer City resources over time to be allocated to historic preservation.
- Limits the amount of public review on private property.
- Brand Louisville to mining and agricultural history.
- Opportunity to create a clear standard for what is historic.
- Alleviate current concern of preserving post-1970s subdivisions.
- Reduces concern of property owners being subject to more requirements.

Cons of a Fixed Date:

- Prevents to City from documenting its evolving history.
- Limits the number of buildings eligible to be landmarked.
- Properties constructed after the fixed date would not be eligible for demolition review and they could lose their architectural integrity.
- Could suggest recent history is not important.
- Eliminates the possibility of landmark status for properties whose owners may be interested in pursuing that opportunity.
- Potential to take away a property owner's ability to voluntarily landmark their structure, limiting their property rights.
- Properties not able to be locally landmarked would have to prove state or national significance in order to be eligible for tax credits.

- The Preservation Program could lose its reputation as a proactive, incentive-based program at the county, state and national level.
- The Preservation Program would be out of sync with the state and national preservation standard.
- Creates an assessment of eligibility that does not consider significance and integrity.
- The preservation best practice is to use a “period of significance” for an individual building or historic district, not a whole city.
- Properties on either side of the fixed date and otherwise equally eligible for landmarking would be treated differently, leading to inequitable treatment.
- Excludes protection and recognition of iconic Louisville resources.
- Could be interpreted as inconsistent with the Comprehensive Plan (historic character, sense of place, unique environments).

Options:

- 1) Fixed date city-wide for both landmark eligibility and demolition review.
- 2) Fixed date city-wide for demolition review/ keep 50 years for voluntary landmark eligibility.
- 3) Keep 50 years for landmark eligibility and demolition review.
- 4) Establish some other period of significance, more or less than 50 years, for landmark eligibility and demolition review.

Historic Preservation Commission Recommendation: On June 15, 2015 the HPC reviewed and discussed the pros/cons of establishing a fixed date and voted to keep the existing 50 years for landmark eligibility and demolition review. Commissioners felt there was no problem with the existing 50 years as a place to start and felt it is important to retain the national standard.

Staff Recommendation: Based on the HPC recommendation and staff’s review, staff recommended the Council endorse Option 3, the existing progressive 50 year date for the City of Louisville. Staff recognized the need to streamline and restructure the demolition review process to address the concerns and will propose changes in the near future.

PUBLIC COMMENTS

Michael Koertje, 887 Welch Court, Louisville, CO, HPC member, addressed the discussion for replacing the 50-year rolling standards for landmarking eligibility and demolition review and felt this is a solution in search of a problem. He stated the 50 year standards are working well, both here and nationally. The argument for changing to a fixed date has been Louisville’s period of significance ended when the mines closed. Some people believe anything built since their lifetime does not have any historic significance. He did not believe the period of significance should be tied to the mines. Louisville continued to grow and thrive after the mines closed. There are many significant people living in Louisville since the 1950’s. He suggested enjoying the

possibility of celebrating significant architecture without a specific date. He reviewed the checks and balances in place include the fact that landmarking is voluntary and the City Council has the final say. He addressed the demolition review and noted most will not go beyond the subcommittee level. The HPC had discussions on how to streamline the demolition process. He asked why hamstringing a successful program without a compelling reason.

Debbie Fahey, 1118 W. Enclave Circle, Louisville, CO, HPC member stated when the voters approved a tax to preserve the City's historic structures, they wanted to preserve Louisville the way it is. History will evolve and in time things become historic. She stated the City has the homes of the founding fathers of Louisville. She noted the program is voluntary. Once a particular date is set, the property right is taken away. She addressed streamlining the demolition process, which only applies to homes that are landmarked. She noted the City preserved its history when the mines closed, when Rocky Flats closed, StorageTek and Sam's Club closed. The City will continue to make history and she hoped Louisville will preserve it. She urged Council to preserve the history of Louisville.

Kirk Watson, 319 W. Spruce Lane, Louisville, CO, HPC member, spoke for himself and not on behalf of the Commission. He addressed the historic and theoretic aspects of historic preservation and explained it began with an organization in Venice in 1964 and addressed European historic structures. Those rules were incorporated into the National Park Standards in 1972. He stressed the importance of knowing what the period of significance is. He noted there was an explosion of tract homes in the 1970's, but there is a profound difference between production homes and crafted homes. He felt the City must be careful not to stifle creativity.

Jessica Facick, 1303 N. Franklin, Louisville, CO HPC member, who spoke for herself and not on behalf of the Commission. She opposed removing the 50-year guideline for historic preservation because it would damage the credibility of the Historic Preservation program. She explained Louisville has a status of a respectable, admirable and enviable historic preservation program throughout the state and perhaps the country. The City's historic preservation funds are unique and the historic zoning benefits are respected. Louisville program was featured in the National Parks Service publication. Pursuit of the Preservation Master Plan shows commitment and dedication to preserving the City's heritage. She stated the voters passed the historic preservation tax in 2008 based on current practice and any alteration should have public participation and perhaps a public vote. She noted history did not stop in Louisville in 1947, or in the 1950's or when the mines closed and different chapters will continue to open and close in Louisville. Preservation is a future act by a society conscious of its roots.

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO stated the reason he believed a period of significance is important is the opportunity to create a nostalgic preservation movement, not a historic preservation movement. He felt the City has been remarkably liberal by landmarking retaining walls; paid for roofs and paint. A lot of

expenditures have begun to test historic preservation and the intent of the voters. He also felt the City has been very liberal in their justification of social significance. He supported a distinct period of significance and suggested 1945 to 1955. He did not support a rolling landmark.

Linda Haley, 324 Tyler, Louisville, CO addressed the comment of liberal spending and noted only the historic overlay of Old Town is able to receive HP funds. Future generations can decide a structure has social or architectural integrity, but they would not receive HP funds. The 50-year rolling period protects the homeowner's rights to landmark their properties.

COUNCIL COMMENTS

Council member Stolzmann expressed her appreciation to the HPC members who spoke. She generally supported the HPC recommendations, but had some concerns about the landmarking review. She noted there is not a brochure, website or a "White Paper" telling people how to landmark their homes. She felt the demolition process takes a lot of staff time and supported streamlining the process. She felt the demolition process raises the period of significance to a level it should not be raised. If the demolition process was streamlined there would be a level of confidence to address the issues. She felt once the Master Plan is completed the City will have an outline to address the issues. She supported the HPC work and maintaining the state standard.

Mayor Muckle explained many cities and countries adapt to a rolling historic period of significance. He appreciated the concern over the period of significance, but noted there were advantages to following the national standards and it is a voluntary program.

Mayor Pro Tem Dalton thanked those who spoke this evening and voiced his appreciation for their time and passion regarding the issues and interest in streamlining the demolition process. He supported establishing a period of significance for historic preservation. He addressed the rolling fifty year period and historically capturing homes. He stated the City would not be deprived the opportunity of capturing the history, because the City's HPC and the Museum Coordinator would preserve the City's history. He did not believe capturing the history of homes without any architectural interest is historic preservation. He did not find the list of Pros for a rolling historic period of significance compelling. He thanked the staff and the HPC for their work on the proposed dates and supported a fixed date from 1945-1955.

Council member Lipton inquired about the 50-year rolling period of significance. If a homeowner wanted to renovate their home built in 1965, would they be subject to a demolition review. Planner I Trice stated it depends on the exterior of the home and whether it was a street facing façade. If it was street facing, when they applied for a building permit, it would be referred to the Historic Commission subcommittee for review. Depending on the level of work, it could add 30 days to the building permit process. Typically, 80% would go through the HPC subcommittee.

Council member Lipton was concerned with the requirement for residential renovations. He inquired about Option #2, a fixed date, citywide for demolition review, but keeping the voluntary landmark eligibility. Planner I Trice explained it involves picking a date for the eligibility for demolition process and continuing the voluntary landmark with the 50-year guideline. Council member Lipton asked if there were any funding implications under Option #2. Planner I Trice stated it allows people who want to be landmarked to be eligible for state tax credits.

Mayor Muckle felt if the demolition process was made more efficient it would not delay the building permit process. He asked if a home was built in 1980 and the homeowner wanted to renovate, would that require a demolition permit. Planning and Building Safety Director Russ explained if it is demolition exclusively, there can be same day review. If it is demolition as part of an addition, it would be incorporated into a three week review. With the demolition process there is no discretionary judgement provided to staff. He stated streamlining the approach could provide staff administrative authority on demolition requests.

Council member Lipton stated he would be comfortable with the 50-year rolling period if there were provisions for administrative review. He suggested consideration for energy efficiency, such as windows, but not get caught in another process.

Mayor Muckle inquired when the Master Plan would come before Council for approval. He suggested Council review the Master Plan before deciding on the 50 year period of significance. Planner I Trice stated a draft will presented at the September 8th City Council study session and the final draft at the October 6th City Council meeting.

Mayor Muckle asked if the streamlining processes will be addressed. Planning and Building Safety Director Russ explained they will be addressed in the Master Plan.

Council member Stolzmann felt the Council should look at the permitting process for making improvements to buildings, which is not exclusive to historic structures. She felt this is a larger discussion than the period of significance. Mayor Pro Tem Dalton agreed.

COUNCIL DIRECTION: Council directed staff to bring this back before the Council at a later time.

Recess: The City Council took a five-minute recess at 9:40 p.m., and reconvened at 9:46 p.m.

**DISCUSSION/DIRECTION/ACTION – LEASE PROPOSALS FOR CITY OWNED
LAND AT 1600 EMPIRE ROAD, THE CURRENT CITY SHOPS FACILITY**

Mayor Muckle requested a staff presentation.

Economic Development Director DeJong reviewed the lease proposal for 1600 Empire Road, the current City shop building. The City's operations will be out of the building in the fall of 2015. City Council expressed an interest in leasing the property. An RFP was issued in June of 2015 and noticed on the City's website as well as on Xceligent commercial property database. Two proposals were received: Human Movement Management (HMM) and RCL Land Company.

The property includes four structures; a 15,300 SF operations building; a 2,100 SF maintenance building, a 1,000 SF storage building; a 6,300 SF vehicle storage structure on an available 5.55 acres of land and a 100 foot wide strip for outdoor storage

Summary of Proposals: Human Movement Management is a Louisville-based event company, which employs 75 people. Their current location is being redeveloped. The proposal includes renovating the main building (offices; workshop and storage functions). They will create a "community" space for events and speeches and propose a future space for larger community events on the norther portion of the property. Renovation costs range from \$500,000 to \$1,000,000. The Company proposed a lease rate of \$8 per SF for years 1-5 (\$139,200 per year) and \$10 per SF for years 6-15 (\$174,000). Lease rates are still subject to negotiations.

RCL Land Company. Louisville Boat/RV storage on Highway 42, owned by Rob Lathrop, (member of the Louisville Revitalization Commission) is looking to expand operations. RCL would like to relocate and expand his business. They propose to occupy the 100' strip and northern portion of the main property, and improve the area with road base and fencing. They require access onto Highway 42. RCL proposes an 18-year lease, which includes \$14,400 for the first year; \$30, 000 for the second year and \$30,900 plus 3% increase per year for years 3 – 18. RCL is requesting the brown storage building and all stored materials be removed from the leased area.

Overlapping Property – Northern Portion: HMM wants it for room for outdoor storage growth and for a future event space. RCL wants the area for RV storage. HMM would like the brown storage building to remain, whereas RCL would like the building removed for their operations.

Fiscal Impact: HMM's proposal is \$139,200 per year for years 1-5 and \$174,000 per year for years 6-15. RCL is proposing \$14,400 in Year 1, \$30,000 in Year 2, and then an annual 3% increase for the remaining term of the lease.

Staff Recommendation: Staff requested Council direction to move forward with a lease with Human Movement Management. Should there remain a potential to facilitate RCL Land Company on the site, direction to negotiate a lease with RCL Land Company.

APPLICANT PRESENTATION

Jeff Suffolk, Human Movement, Inc., 1111 South Street, Louisville, CO stated they are very excited about the prospect of moving into the space. This site provides a great opportunity for an office, work, meeting and exercise spaces and general events. The north side of the building has opportunities for retail uses and possibly a bike store. They do not oppose another lease, but have concerns given their proposed investments into the property, and sharing spaces with storage units. They would prefer a single lease situation.

COUNCIL COMMENT

Mayor Muckle inquired whether there was a comparable industrial lease rate. Economic Development Director DeJong explained due to the age and condition of the structures there are not a lot of comparable lease rates for industrial property.

Council member Loo addressed the two proposals and asked if RCL proposed to use the narrow strip of land to access Highway 42. Economic Development Director DeJong explained staff would want an RV access off Empire Road.

Council member Loo asked if HMM would prefer not to share space with RCL. Economic Development Director DeJong explained because of their proposed investment into the property, they prefer not to share the property with a storage use business. Mr. Suffolk explained one of their partners Powdr, owns Woodward Action Sports Camps. HMM has a desire to use the 3-sided building to develop a mini Camp Woodward Action Sports Camp. Alternatively they would use it for storage. He stated it would be difficult to share space with another user and it would provide a security issue.

Council member Stolzmann thanked both applicants for their proposals. She supported the HMM proposal and felt it would use the space more holistically and can provide more opportunities for employment. She appreciated the fair process used. She asked if this is a platted property the City will lease. Economic Development Director DeJong stated this property is one lot platted with the Wastewater Treatment Plant.

Council member Stolzmann asked if the lease will contain language to show this is a subset of a larger parcel. Economic Development Director DeJong confirmed there will be language to define the leased area. He did not feel a replat was necessary.

Council member Stolzmann voiced her concern for the headworks building. Economic Development Director DeJong explained there is fencing to separate the properties.

Council member Stolzmann felt it is important for the City to continue to own this property should there be a potential to expand the wastewater treatment plant. She asked if there was any flexibility in the lease. Economic Development Director DeJong stated staff is requesting Council direction on the lease.

Council member Stolzmann inquired where the new regional stormwater retention pond is located. Economic Development DeJong stated it is not located on this property.

Council member Stolzmann supported some walking trails on the northern portion of the property, to provide a safer area for people running than Empire Road. She asked the applicant if they had plans for the metal building. Mr. Suffolk felt this would be a wonderful spot for a retail location or a bike shop. Council member Stolzmann suggested the applicant look into the social history before removing the building. Mr. Suffolk stated they do not plan to remove the building.

Council member Lipton addressed the two five year extensions on the lease. Economic Development Director DeJong stated the applicant has proposed two five-year extensions. He asked for Council direction on a reasonable timeframe.

Council member Lipton felt any extension should be re-evaluated before a five-year extension. He agreed with Council member Stolzmann there may be a future municipal need to expand the wastewater treatment plant. He also felt during the renewal period the lease should be re-evaluated against the market value of the property.

Council member Loo voiced her concern over community events and parking, but stated the redevelopment would come before the Planning Commission. Economic Development Director DeJong stated it would be addressed through a Special Review Use process. Planning and Building Safety Director Russ stated if they are adding square footage there is an administrative process. Notice would be sent to surrounding properties within 200'. A special event associated with use of the property would require a Special Review Use.

Council member Loo noted there is a concern over additional traffic and parking issues. Mr. Suffolk explained a community event would be a meeting space and they would apply for special events permits. Generally, it would be for athletics and for group runs.

Mayor Muckle supported the use of the space and the expansion of the trail system. He felt this use would be a good fit for the property. With respect to the two five-year extensions, he felt the lease should be re-evaluated. He supported boat/RV storage on the snorkel area. He was not concerned about access to Highway 42. Planning and Building Safety Director Russ stated staff is not concerned about the volume of storage units on Highway 42, but rather their size and the speed they enter onto a state highway. He stated they are keeping an open mind with the applicant.

Council member Loo suggested Council direct staff to work with both applicants on an agreement to share the space. Mayor Pro Tem Dalton asked whether staff could work with the applicants to allow RCL to use the snorkel area with access to Empire Road. Economic Development Director DeJong explained the important part would be to get an amiable solution to getting access off Empire Road.

Council member Stolzmann asked if staff could investigate whether the City owns a small tract between the RV dump and Empire Road, which could be used for access. Mayor Muckle encouraged staff to investigate different access points to the property.

COUNCIL DIRECTION: Council directed staff to continue and finalize negotiations with the Human Movement Management and make an effort to see if the snorkel property would work for RV/boat storage, with a review and re-evaluation after the initial 15-year lease.

ORDINANCE No. 1697, SERIES 2015 – AN ORDINANCE AMENDING SECTIONS 3.08.030 AND 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE TO ADDRESS WATER SERVICE CONNECTIONS AND WATER TAP FEES FOR LIVE-WORK LAND USES –2nd Reading - Public Hearing

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1697, Series 2015.

Mayor Muckle opened the public hearing and requested a staff presentation.

Planning and Building Safety Director Russ explained on June 2, 2015, City Council approved Ordinance 1691, Series 2015, an Ordinance defining Live-Work and allowing the live-work use to occur in the downtown Louisville and mixed use districts. Live-Work properties are not allowed to sub-divide and shall remain under a single ownership. The LMC does not prohibit the renting of either the residential or commercial portions of Live-Work units. Commercial land uses will be limited to those allowed in the MUR and CC Zone Districts.

Staff has identified needed LMC amendments to ensure the City's water ordinance (Title 13) reflects the operating characteristics of the Live-Work land use category and present an equitable fee structure ensuring applicants are charged fairly for City water services. The proposed changes to Title 13 recognize live-work land uses are defined as a single property with one or more structures that combine a commercial activity allowed by-right in the underlying zone district with a single residential living unit. Live work units are expected to be small in scale and present unique water demand not currently recognized in the LMC. Modifications to Sections 13.08.030, 13.12.020 and 13.12.040 of the LMC would address water service connections and water tap fees for live-work uses. There will be no new customer class and there will be one tap for the two sub-meters to monitor the water flows. The on-going charges would reflect the commercial use would be charged the commercial rate and the residential use would be charged the residential rates.

Staff Recommendation: Staff recommended City Council approve Ordinance No. 1697, Series 2015, amending Sections 13.08.030, 13.12.020 and 13.12.040 of the Louisville

Municipal Code (LMC) to address water service connections and water tap fees for Live-Work land uses. This ordinance was coordinated with the City's water engineers.

PUBLIC COMMENT

Andy Johnson, 920 Lincoln Avenue, Louisville, CO, thanked Council and the Planning staff for providing the Live-Work use. He felt this was something missing in the Louisville Municipal Code. The use is unique and takes special consideration. Having a single ownership over the entire property is unique and the sub-metering is important for cost saving. He supported the revisions to the Louisville Municipal Code.

COUNCIL COMMENT

Council member Stolzmann inquired whether an existing $\frac{3}{4}$ " commercial water tap is a credit. Public Works Director Kowar confirmed there was.

Council member Stolzmann stated with an existing $\frac{3}{4}$ " commercial water tap there would not be an additional fee. Public Works Director Kowar explained if there is an increase of five fixture units, there would be an extension of the tap fees.

Council member Stolzmann stated if there is a $\frac{3}{4}$ " tap and staying with a $\frac{3}{4}$ " tap there would be no additional fee. Public Works Director Kowar stated it would depend on the fixture counts.

Council member Stolzmann inquired which structure, the residential or commercial, would be credited for the fixtures. Public Works Director Kowar stated they have recommended that live-work use would require a 1" meter. They would receive cash credit an amount between what they paid for the tap fee and the current cash value.

Council member Stolzmann inquired which structure, the residential or commercial, would be credited for the fixtures. Public Works Director Kowar stated it would be on the commercial use. He explained staff viewed this Live-Work use in an equitable manner whereby, the tap would be similar to a residential home. The tap would be for 117 thousand gallons of water. For a commercial tap, the water is charged per demand per 1,000 gallons. The 1" for a single family is for 208 thousand gallons of water.

Council member Stolzmann explained each system development fee (tap fee) insures each home gets enough water. She addressed the issue of fairness. Each business had to pay a water tap fee and pay for water through a customer class. She was uncomfortable with her perception the City was giving away water. She did not believe the City should be looking at small sample sizes. She reviewed the principles in the Water Works Manual: growth pays its own way and there is adequate water for the customers. She did not support giving credit for an existing tap, nor did she support the ordinance.

Mayor Muckle agreed and stated he did not see how money is being saved. He felt the water is extremely valuable. Mayor Pro Tem Dalton agreed.

Council member Loo inquired whether this should be referred back to the Water Committee. Council member Lipton stated the water committee looked at this matter, but did not consider Council member Stolzmann's comments and suggestions. The Committee did not want to overcharge the water tap or to be punitive. He supported the Water Committee revisiting this matter.

Council member Stolzmann suggested an alternative proposal to deny the ordinance and continue to access a business tap and a residential tap. She did not support the ordinance based on a very small sample size and involving very few properties.

Council member Lipton disagreed and stated the proposal may change, and he preferred continuing the ordinance.

MOTION: Council member Lipton moved to continue Ordinance No.1697, Series 2015 to September 15th to allow the water committee to review this matter and make a recommendation to the City Council, seconded by Mayor Muckle.

Council member Stolzmann felt the staff has very limited time and this ordinance affects very few people. She opposed the motion to continue the ordinance.

VOTE: The motion carried by a vote of 4-2. Mayor Pro Tem Dalton and Council member Stolzmann voted no. Absent: Council member Keany.

**ORDINANCE No. 1699, SERIES 2015 – AN ORDINANCE APPROVING THE
VACATION OF A .002 ACRE PORTION OF THE 50-FOOT WIDE UNIMPROVED
SHORT STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PLAT OF
INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE - 2nd Reading -
Public Hearing**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1699, Series 2015.

Mayor Muckle opened the public hearing and requested a staff presentation.

Planning and Building Safety Director Russ explained the Council approved DELO Phase 2 on March 17, 2015. The approved development included the vacation of two remnant portions of East Lafayette right-of- way. The applicant requested a third vacation of remnant right-of-way in the original development request. This portion of right-of-way is located on a western portion of Short Street (on the west side of Cannon Street) and amounts to about .002 acres. The City does not need this remnant piece of

right-of-way. Staff Recommendation: Staff recommended Council approval of Ordinance No. 1699, Series 2015.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

MOTION: Mayor Muckle moved to approve Ordinance No. 1699, Series 2015 on second and final reading, seconded by Council member Loo. Roll call vote was taken and the motion carried by a vote of 6-0. Absent: Council member Keany.

ORDINANCE No. 1700, SERIES 2015 – AN ORDINANCE AMENDING CHAPTER 13.32 OF THE LOUISVILLE MUNICIPAL CODE REGARDING SEWER USE REGULATIONS – 2nd Reading –Public Hearing

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1700, Series 2015 and noted there were two versions of the Ordinance in the packet instead of the version passed on first reading.

Mayor Muckle opened the public hearing and requested a staff presentation.

Public Works Director Kowar explained staff recommends an update of the City's Sewer Use Regulations to respond to compliance requirements for the City's 2012 National Pollutant Discharge Elimination System (NPDES) permit for the Wastewater Treatment Plant (WWTP). The Colorado Department of Health and Environment (CDPHE) mandated reduced wastewater discharge limits for Manganese (Mn). These new limits affect current operations of the Louisville Wastewater Plant. The previous limit of 0.2 Mg/L has been reduced to 0.026 Mg/L. To ensure these limits are met, entities discharging to the City must also reduce their limits.

Significant Industrial Users (SIU) of the CDPHE permitted Industrial Pretreatment Program (IPP) includes private companies within the City and the City's Water Treatment Plants.

Staff Recommendation: Staff recommended the City Council approve Ordinance No. 1700, Series 2015, amending Sections 13.32 of the LMC regarding sewer use regulations.

COUNCIL COMMENTS

Council member Lipton inquired about the consequences to the residents and businesses. Public Works Director Kowar explained there are two significant users Oracle and Kiosk. They have changed their processes so they do not have any detectable limits of Manganese in their discharge and the City is going from a daily loading of Manganese to a balance of allocating different percentages.

Council member Stolzmann voiced her appreciation for the second reading amendments.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

MOTION: Mayor Muckle moved to approve Ordinance No.1700, Series 2015 on second and final reading, seconded by Council member Stolzmann. Roll call vote was taken and the motion passed by a vote of 6-0. Absent: Council member Keany.

CITY ATTORNEY'S REPORT

No items to report.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Council member Stolzmann reported she received DRCOG's annual report on ozone. The metro area is out of compliance and with further plans to lower the ozone levels it will only fall further out of compliance. As a region, this must be addressed. Individually, there are a lot of things municipalities can look at, including suggestions on lawn mowing, less air travel, and reminding people to tune up their cars. She noted the library has a nice display on the subject. She suggested the Sustainability Board consider some of these measures. The closest monitoring station is Rocky Flats and noted the ozone builds up along the foothills.

Mayor Muckle reported on a meeting with RTD relative to fares, which would be beneficial to the residents. The region is not entirely happy with the US 36 BRT service plan.

Council member Lipton addressed the advanced agenda and noted the City Council is scheduled to meet with the Open Space Advisory Board on August 11th to discuss the trail recommendations. He was not sure they are aware of the upcoming meeting. He felt there might be a conflict with the schedule.

ADJOURNMENT

MOTION: Mayor Pro Tem Dalton moved to adjourn, seconded by Mayor Muckle. All were in favor. The meeting was adjourned at 10:50 p.m.

Robert P. Muckle, Mayor

Nancy Varra, City Clerk

City Council Meeting Minutes

**August 4 2015
City Hall, Council Chambers
749 Main Street
7:00 PM**

Call to Order – Mayor Muckle called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council: ***Mayor Robert Muckle, Mayor Pro Tem Hank Dalton.
City Council members: Susan Loo, Jay Keany,
Ashley Stolzmann, Jeff Lipton, and Chis Leh (arrived at
7:12 p.m.)***

Staff Present: ***Malcolm Fleming, City Manager
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Troy Russ, Planning & Building Safety Director
Nancy Varra, City Clerk***

Others Present: ***Sam Light, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda and hearing none moved to approve the agenda as published, seconded by Mayor Pro Tem Dalton. All were in favor.
Absent: Council member Leh.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Andy Johnson, 920 Lincoln Avenue, Louisville, CO, representing Sonic Boom explained Sonic Boom is a bicycle racing team, which he and three other friends started ten years ago. They are affiliated with Elevation Cycles in Boulder and Louisville Cyclery. On Sunday, August 9th the Lucky Pie Criterion will be held at Community Park. Races will run all day. All the neighbors were notified and everyone is invited to attend the event.

APPROVAL OF THE CONSENT AGENDA

MOTION: Mayor Muckle moved to approve the consent agenda, seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Leh.

- A. *Approval of Bills***
- B. *Reject Bids for Miner's Field Restroom Facility Remodel***
- C. *Authorize City Manager to Execute Agreement and Contract Regarding Franchise, Sales and Use Tax Audits of Public Service Company of Colorado***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

No items to report.

CITY MANAGER'S REPORT

City Manager Fleming reported on the following two items:

- This weekend starting at 9:00 p.m. on Friday night and going through 5:30 a.m. on Monday morning, the traffic on McCaslin Boulevard over US 36 will be constrained to one lane in both directions, due to work on the Diverging Diamond Interchange (DDI).
- The City requested bids for the Peace Officer Memorial at Helburg Park. Invitations were sent to over 30 contractors, but only one bid was received. The bid was twice what was budgeted for the project, because of the very competitive construction market and a very small project. Staff is exploring different ways to approach the project. The City will directly order some of the major components for the memorial and rebid the project with those items specified as supplied by the owner. The City hopes to have the Park completed by October 15th.

REGULAR BUSINESS

LOUISVILLE MIDDLE SCHOOL UPDATE

Mayor Muckle requested a presentation from the Louisville Middle School.

Ginny Vidulich, Principal of Louisville Middle School (LMS), 1341 Main Street, Louisville, CO provided a short presentation recapping this year at LMS. She introduced the new Assistant Principal Brian Muñoz. Brian came from Florida and knew about Louisville before he applied for the job. She stated it was a pleasure to attract the best and the brightest across the county because of Louisville's reputation. She stated they have a great partnership with the City and the Police Department and voiced her appreciation for Officer Logan Haymore, their School Resource Officer.

She reported the Louisville Middle School was scheduled to get artificial turf on the field this summer, but the School District delayed the project. Next summer they are scheduled to get a new all-weather track and a turf field. This project will also include support of the concrete wall in back of the field. This is the original wall, with the WPA, 1941 marking. The engineer is devising a way to save and protect the wall. There will be major work on the interior of the school in the next two to three years.

Council member Leh arrived at 7:12 p.m.

COUNCIL COMMENTS

Council member Keany inquired about the enrollment at Louisville Middle School. Ms. Vidulich stated the enrollment, as of June 30th, is 609 students. The school's capacity is 650. The school district is anticipating growth based on the new homes and apartments built in Louisville. With a larger enrollment, there may be issues with science rooms, but currently they have a reasonable teacher to student ratio.

Council member Leh inquired about the number of open enrollment students at Louisville Middle School. Ms. Vidulich noted at one time there was about 48% open enrollment, but it is now down to 8%. The 8th grade class has 20% open enrollment, but the incoming 6th grade class took a maximum of 16 children. They are looking at move-in classroom units.

Council member Leh asked if that number was expected to go down. Ms. Vidulich stated the assistant superintendent for secondary schools would like to see LMS stay at an enrollment of 620. They will reassess every year on how many students can be enrolled.

Mayor Muckle inquired about the number of community or non-community groups using the theater. Ms. Vidulich stated there has been a reduction in the number of rentals. She noted the theater is more expensive to rent because of the service provided. She noted approximately 10 Louisville groups rent the theater. The theater was built for the community and the student sound and light group run the entire theater.

REVIEW OF 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Mayor Muckle requested a staff presentation.

Finance Director Watson explained the formal presentation of the Comprehensive Annual Financial Report (CAFR) closes the City's books for the 2014 fiscal year. The CAFR is prepared by the Finance staff and management and the information contained in the CAFR is audited by Eide Bailly LLP, the City's independent auditors. Every year the auditors formally present and discuss the opinion letter with Council. He introduced David DeZutter, Audit Partner with Eide Bailly LLP, who reviewed the 2014

Comprehensive Annual Financial Report, the opinion letter, and responded to the Council's questions.

David DeZutter, Eide Bailly LLP, explained they are the independent auditors appointed by the Council to audit the City's books. He thanked Finance Director Watson and his staff for preparing the CAFR and noted Louisville is one of their most well prepared financial clients. In 2015, the auditors conducted a financial statement audit and issued an unmodified opinion ("clean" opinion) of the City's 2014 financial statements. This is an official statement of the financial position and the operations of the City for 2014. The City's financial position remained strong. The General Fund revenue and expenditures combined for a positive \$2 Million variance, which means revenues were above the budget and expenditures were below the budget. At the end of 2014 there was \$3.6 Million in the General Fund balance. Council budgeted to move money to the Capital Projects Budget, which brought the fund down. The results of their review of the operation controls did not identify any material weaknesses or significant deficiencies in the City's accounting internal control structure.

In 2014 the City received over \$500,000 from federal financial assistance most of it from FEMA related to the golf course construction. This required a separate A-133 audit to ensure those dollars were received and dispersed according to federal guidelines. The result of the audit revealed there was not any compliance or internal control findings related to the expenditures of those federal funds.

Mr. DeZutter reported the CAFR was presented to the Finance Committee in June. He noted there were not any changes made, or any disagreements with staff over any accounting issues or presentations. He stated the CAFR contains high level financials, detailed financials and footnotes. There is also a statistical report, which provides ten years of information for comparative purposes. The compliance section is in the last part of the CAFR, which contains the unmodified (clean) opinions.

COUNCIL COMMENTS

Council member Keany stated the Finance Committee reviewed the report and met with Mr. DeZutter and Finance Director Watson. They asked a few questions, but had no concerns. The Finance Committee recommended the City Council accept the report.

Council member Stolzmann recommended members of the public may be interested in the statistical section, which has a lot of information. She stated for the next budget cycle, the Council would benefit by reviewing the statistical section and in particular, the tax revenue by source chart. It clarifies where the City's revenue comes from.

Mayor Muckle thanked Finance Director Watson and his staff for their work on the CAFR.

Mayor Pro Tem Dalton stated Mr. DeZutter's comments regarding the finance staff's preparation is a testament to Finance Director Watson's leadership. He asked Finance Director Watson to extend the Council's appreciation to the Finance staff.

MOTION: Mayor Pro Tem Dalton moved to approve the 2014 Comprehensive Annual Financial Report, seconded by Mayor Muckle. All were in favor.

BOULDER COUNTY HOUSING AUTHORITY ANNUAL REPORT

Mayor Muckle requested a staff presentation

Deputy City Manager Balser introduced Willa Williford, Housing Director for Boulder County, who would present the Housing Authority Annual Report.

Willa Williford, Housing Director for Boulder County, presented the (BCHA) Annual Report. She addressed the 2012 IGA between the Boulder County Housing Authority, the Louisville Housing Authority, Boulder County and the City of Louisville and noted most of the commitments have been met. One of the items to be addressed is the City of Louisville's appointment of a citizen to serve on the Housing and Human Services Advisory Committee. Another provision is long-term affordability in Louisville and the provision of an additional 15 affordable housing units in the next five years. Currently Louisville has 146 units managed by the BCHA, with a very low vacancy rate of 2.1%.

She reviewed the affordable housing market and Louisville's key statistics including income levels; household family size; people with disabilities and senior housing. 60% of senior housing was for persons over 70. She addressed the County's new affordable housing project Kestrel in the City of Louisville. The vision for this site is a mix of incomes, affordability, diversity, walkability and strong urban planning and design. Boulder County is committed to bringing 20 vouchers to the site, which could serve people with extremely low income, up to \$60,000 for a household of four. There will also be the market rate and commercial components. They are compiling an interest list and currently there are 112 households on the list. Boulder County Housing is progressing through the timeline and will bring forward their final PUD application. The contractor is currently looking at pricing and the County is working on the preference policy, which was in the annexation agreement.

She reviewed the highlights of the report as follows: Louisville has 147 existing units and with the addition of Kestrel those numbers will more than double. They completed major repairs to Regal Square including a new boiler, updated community room with new furniture. The balance of the report covers all the other programs Boulder County Housing and Human Services provide for Louisville residents. She quoted from the report as follows: "80% of positive health outcomes are linked to economic stability, social behavior and education." Therefore a strong, vibrant, diverse housing stock supports a healthy community. She asked if Council wanted to see any different information in the next annual report.

COUNCIL COMMENTS

Council member Lipton expressed his appreciation to the BCHA for what they do for Louisville and other communities. He asked if Louisville housing issues are not a result of housing policies or land use policies of other communities, whereby people are coming to Louisville, but actually work in other communities. He stated Louisville is affected as Boulder expands their business population. Ms. Williford stated her belief, as well as her peers in affordable housing, that a better regional approach is necessary. She stated it would be helpful if municipalities, such as Boulder could require developments to support new affordable housing. She noted as a result of the flood recovery, different players came together regionally and worked together. Broomfield and Larimer County were invited to the table to discuss affordable housing. She stated there is not a simple answer.

Mayor Muckle voiced his excitement over the Kestrel project in Louisville. He asked if BCHA has other properties in mind. Ms. Williford explained they have a new broker, who will actively market the equity parcels part of Kestrel and who will search for land parcels. In 2013 they were charged with purchasing three parcels. One parcel is in Louisville, one in Gunbarrel and the third has not been determined. They would like to have a presence in Superior and continue to work in Lafayette, Lyons, Gunbarrel and Nederland.

Mayor Muckle inquired about the Town of Erie. Ms. Williford stated they were the manager of a single property in Erie, but were asked to relinquish those duties therefore they do not have a presence in Erie.

Council member Stolzmann explained the City is currently working on the small area plan in the South Boulder Road area, which includes Regal Square. She asked Ms. Williford if she foresaw any significant changes to the property in the next 20 years. Ms. Williford stated the County is committed by the IGA to provide affordable housing for 50 years. There are financial tools to do substantial rehab, but the BCHA spent \$1.3 Million in the past two years, so Regal Square is current with its capital needs at this time. She stated they would like to be part of the small area process for the area.

Council member Lipton inquired what input the BCHA would have in the County's Boulder Valley Comprehensive Plan. He noted the City of Boulder is looking at the comp plan because of their economic development plans. He hoped the Boulder County Housing Authority would be included in the discussion. Ms. Williford stated the Boulder County Commissioners are looking at the comp plan, which includes the Gunbarrel property. She felt it would be appropriate for BCHA to be involved in the discussion as they plan to ask for a comp plan change as a result of their property ownership and to seek annexation for the parcel over the next few years. She stressed in this comp plan, affordable housing is a key item with the elected officials. She noted BCHA is the collaborating housing authority partner with the City of Boulder and the Gunbarrel project will be a collaborative effort.

Mayor Muckle thanked Ms. Williford for her presentation and for all the work BCHA and Human Services provides for the City of Louisville.

**LOUISVILLE CONTRIBUTION FOR CONSORTIUM OF CITIES REQUEST FOR
PROPOSAL FOR HOUSING PLAN**

Mayor Muckle requested a staff presentation.

Deputy City Manager Balser explained Council member Leh is the liaison for the Boulder County Consortium of Cities. She stated the Consortium is studying homelessness in the region and reviewing strategies to address homelessness, particularly chronic homelessness. A key strategy for addressing chronic homelessness included in *Boulder County's Ten Year Plan to Address Homelessness*, is permanent supportive housing (PSH), which is a nationally recognized best practice in helping chronically homeless people leave homelessness and stabilize, reducing the utilization of community resources.

Currently there is not a comprehensive analysis to address PHS. To address this issue and further the goals of the Ten-Year Plan, a countywide PSH study has been proposed by the Ten-Year Plan Board in coordination with the County. The Boulder County Consortium of Cities expressed an interest in supporting the Ten-Year Plan Board PSH study and has asked members to have discussions with their respective City Councils about funding this project.

A Scope of Services has been developed for this study. The Consortium has estimated the cost of the study to be \$75,000 with a Request for Proposals in July 2015. To date Boulder County and the City of Boulder have committed \$20,000 each. Longmont committed to \$15,000. Lyons committed their share, Lafayette committed \$5300 and Superior contributed \$3,000. Louisville's contribution request from the Consortium is \$4,680.

Staff Recommendation: Council Member Leh and staff recommended \$4,680 be allocated to the study in 2015.

COUNCIL COMMENT

Council member Leh explained at a Council Study Session there was discussion relative to this issue. Some people within the County believe this is primarily a Boulder/Longmont issue and the question arose regarding its impact to Louisville. He stated statistics reflect the number of people renting in Louisville is 1 in 4 and 65% of those renters are spending 30% or more on housing and 28% of the elderly/seniors in the housing portfolio are over 80 years old. He stressed the importance of being involved in the discussion and urged Council to approve the funding for the study.

Council member Loo voiced her support for the expenditure, but asked whether a lot of the data is already available. She asked if the study would be useful when the Consortium looks for federal funding. Deputy City Manager Balser stated the County-wide study will be a first and will provide more current and accurate data. Council member Leh concurred.

Council member Stolzmann thanked Council member Leh for bringing this issue forward. She stated it is important for Louisville to be a part of the regional discussion. She addressed the housing and transportation costs for people in the area who are cost burdened, and stressed the importance of the City's participation in the Eco Pass Feasibility Study. She voiced her support for the study and hoped Council continues to look at the housing and transportation costs for residents.

Mayor Muckle also supported for the study and noted his concern was for the health and safety of the homeless.

MOTION: Mayor Muckle moved the City Council commit to contributing \$4,680 for the City share for the Boulder County Consortium of Cities PSH study, seconded by Council member Loo. Roll call vote was taken. The motion carried by a vote of 7-0.

RESOLUTION No. 52, SERIES 2015 – A RESOLUTION REMOVING THE LEE AVENUE CONNECTION FROM THE ADOPTED HIGHWAY 42 GATEWAY PLAN

Mayor Muckle requested a staff presentation.

Planning and Building Safety Director Russ explained Resolution No. 52, Series 2015 removes the Lee Avenue Connection from the Highway 42 Gateway Plan. With Council's direction not to purchase 1125 Pine Street, it is staff's belief it is necessary to remove the title restriction on the property so the land owner can move forward without constraints. Staff evaluated the removal of 1125 Pine from the plan and believes within the 20-year planning horizon, it meets the traffic objectives. It does take away from the resiliency of the plan in the long-term, but in reviewing this with the developing partners, it met the objections of the 20-year plan.

Staff Recommendation: Staff recommended the City Council approve Resolution No. 52, Series 2015, to remove the Lee Avenue connection from the adopted Highway 42 Gateway Plan.

COUNCIL COMMENT

Mayor Muckle explained the potential acquisition of the property was based on a study done with multiple funding partners and was an important part of the Highway 42 Plan.

PUBLIC COMMENT

Jean Morgan, 1131 Spruce Street, Louisville, CO explained when this was discussed in May, it was suggested there should be some alternatives to mitigate traffic on Highway 42. She wrote a letter to City Council in July asking for research on widening roadways. She offered a few ideas: 1) Create a southbound right turn on to Pine from Short or Short Street; 2) Move the lane slightly eastward to help create a lane to allow traffic flow from Short down to Pine Street; 3) Run pedestrian and bike traffic through the Miner's Field neighborhood or through the underpass when it is completed. She supported the closure of Spruce Street because it is difficult to make left turns onto or off Spruce Street and wanted to make sure emergency vehicles could get through. She addressed the proposal for a park or mews and felt there should be a turn-a-round rather than a park. She questioned a park or mews in the neighborhood and suggested someone ask the residents whether they want a park or mews. She thanked Council for not extending Lee Avenue.

COUNCIL COMMENT

Council member Stolzmann did not believe the green area on the map represented a park or mews or anything in particular. Mayor Muckle agreed and stated from the transportation plan point of view it is the turning in and out of the neighborhood, but noted this will be discussed later in the planning process. He did not feel there was any reason to leave the Lee Avenue connection in the plan.

Planning and Building Safety Director Russ addressed Ms. Morgan's comments about the southbound turn lane on Highway 42, and explained when the study was done it did not divert traffic or take the DELO proposed traffic into the redeveloped district; it put it on Highway 42. The length of the southbound right was sized with the southbound right demand and extending it north serves no purpose other than impacting the ball field.

Council member Stolzmann had questions relative to re-doing Locke Street with a full roundabout, and felt the double turn lane heading east seemed to be sufficient. She felt the entire roundabout as planned, would be a waste of taxpayers' money. She had questions on the safety and feasibility from a traffic engineering standpoint for the light at Hecla and Cannon. She voiced her support for the resolution.

MOTION: Mayor Muckle moved to approve Resolution No. 52, Series 2015, seconded by Council member Keany. All were in favor.

EXECUTIVE SESSION

CITY MANAGER ANNUAL EVALUATION

(Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) –
Authorized topics)

The Mayor requested the City Council Convene an Executive Session for the Purpose of Conducting an Annual Performance Review of the City Manager

REGULAR BUSINESS ITEMS SUSPENDED

City Clerk Varra read Section 2.90.050 public statement from the Louisville Municipal Code, which governs the topics that may be discussed in an executive session.

City Attorney Light stated the authority for conducting an executive session is the Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) - Authorized Topics. The City Manager has not requested discussion of the matter in open session and the discussion does not concern any member of the City Council or any elected official, or the appointment of any persons to fill an office on City Council, nor does it involve personnel policies that do not require the discussion of matters personal to particular employees. City Attorney Light reported receiving confirmation from the City Manager that he is not requesting discussion of the matter in an open meeting.

MOTION: Mayor Muckle moved the City Council convene an executive session for the purpose of the performance review of the City Manager and the executive session include members of the City Council and the City Attorney, seconded by Mayor Pro Tem Dalton. All were in favor.

Council member Leh explained the public is sometimes confused by the reason for City Council executive sessions. He requested an explanation be given to clarify the reason for this executive session.

Mayor Muckle explained the City Council is required, at least once annually, to review the performance of the City Manager. Personnel matters are discussed in confidence and not in a public meeting, unless the employee wishes otherwise. The City Council will enter into an executive session to discuss the City Manager's annual review.

The Council adjourned to executive session at 8:15 p.m. The regular meeting was reconvened at 10:50 p.m.

REGULAR BUSINESS ITEMS CONTINUED

CITY ATTORNEY REPORT ON THE EXECUTIVE SESSION

Mayor Muckle reported in executive session, the City Council discussed the annual performance of the City Manager and provided input to the City Attorney, who would provide a summary of the discussion for the annual review, which will then be shared with the City Manager.

City Attorney Light reported at a future meeting the City Council will have a draft of an evaluation together with a contract document and other items regarding the City Manager's annual evaluation for further consideration, discussion and potential action. He thanked Council for their direction.

ATTORNEY'S REPORT

No items to report.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Council member Stolzmann suggested some future agenda items for Study Sessions:

1. Discuss with the Planning Commission the process to review of a building recently constructed. The Code provides the Planning Commission the discretion to review after approval and evaluate the process. It would provide an opportunity to look at both floor area ratio to see if the requirements are being met, and ground level and what zero elevation means on the property.
2. Discuss the clean energy collective and lowering the monthly utility bills. There may be opportunities in the Boulder Solar Garden to lower monthly utility bills.
3. Discuss with the Horticulture and Forestry Advisory Board the Bee Safe item.

Council member Loo stated Horticulture and Forestry Advisory Board will be discussing Integrated Pest Management at their Thursday meeting.

ADJOURN

MOTION: Mayor Pro Tem Dalton moved for adjournment, seconded by Council member Keany. All were in favor. The meeting adjourned at 10:55 p.m.

Robert P. Muckle, Mayor

Nancy Varra, City Clerk

**SUBJECT: RESOLUTION NO. 53, SERIES 2015 - A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE BOULDER COUNTY CLERK AND RECORDER FOR THE
CONDUCT AND ADMINISTRATION OF THE 2015
COORDINATED ELECTION TO BE HELD NOVEMBER 3, 2015**

DATE: AUGUST 18, 2015

PRESENTED BY: NANCY VARRA, CITY CLERK

SUMMARY:

The City will hold a regular municipal election on November 3, 2015 to elect a Mayor and three Council members (one Council member per each municipal ward). The election is part of a coordinated election pursuant to the Uniform Election Code of 1992 (the "Code") and the Rules and Regulations of the Colorado Secretary of State (the "Rules"). Colorado conducts coordinated elections by mail ballot. A copy of the IGA was received by the City Clerk's office and reviewed by the City Attorney. The enclosed resolution authorizes the City Manager and City Clerk to negotiate and approve final, non-substantive revisions to the IGA prior to signing.

FISCAL IMPACT:

The City budgeted \$60,200 for the 2015 election. The Boulder County Election Division provided a preliminary estimate of \$12,750.00 for Louisville's portion of the election based on three ballot styles (one for each ward). The overall cost of the election will not exceed the budgeted amount.

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 53, Series 2015, regarding an Intergovernmental Agreement with Boulder County for the 2015 Coordinated Election.

ATTACHMENT(S):

1. Resolution No. 53, Series 2015
2. Intergovernmental Agreement with the Boulder County Clerk and Recorder for the 2015 Coordinated Election

**RESOLUTION NO. 53
SERIES 2015**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2015 COORDINATED ELECTION TO BE HELD NOVEMBER 3, 2015

WHEREAS, the City will hold a regular election on November 3, 2015 as a mail ballot election coordinated by the Boulder County Clerk and Recorder pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, the attached Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2015 Coordinated Election to be held November 3, 2015 (“Intergovernmental Agreement”) provides for the conduct and financing of such coordinated election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The proposed Intergovernmental Agreement, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The City Manager and City Clerk are hereby authorized to execute the attached Intergovernmental Agreement on behalf of the City of Louisville, except that such persons are hereby further authorized to negotiate and approve such revisions to the Intergovernmental Agreement as are determined necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

Section 3. Pursuant to C.R.S. Section 31-10-102.7, the City will utilize the requirements and procedures of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S., as amended, in lieu of the Colorado Municipal Election Code of 1965, article 10 of title 31, C.R.S., as amended, with respect to the regular municipal election to be held on November 3, 2015, and such election shall be conducted as part of the coordinated mail ballot election.

PASSED AND ADOPTED this 18th day of August, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF LOUISVILLE, COLORADO AND
THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT
AND ADMINISTRATION OF THE 2015 COORDINATED ELECTION TO BE HELD
NOVEMBER 3, 2015**

This Intergovernmental Agreement for coordinated election (“IGA”) is made and entered into by and between The City of Louisville, Colorado (the “Jurisdiction”), and the County Clerk and Recorder for Boulder County, Colorado (the “County Clerk” or “Clerk”) (together “the Parties”).

1. RECITALS AND PURPOSES

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 3, 2015 (the “Election”) shall be conducted as a “mail ballot election” as defined in the Uniform Election Code of 1992 (“the Code”) and the Rules and Regulations of the Colorado Secretary of State (“the Rules”); and

1.3 Pursuant to § 1-7-116(2), Colorado Revised Statutes (“C.R.S.”), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution (“TABOR”) requires the production of a mailed notice (“TABOR Notice”) concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the coordinated election and provide for a reasonable sharing of the actual costs of the coordinated election among the County and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 Boulder County Clerk and Recorder Hillary Hall will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Nancy Varra, City Clerk, as its “Election Officer” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. If the Code requires a “designated election official” within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct of the Election.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 31, 2015.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the September 4, 2015 certification of the ballot, without the approval of the County Clerk or as directed by the Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction shall return the final draft form ballot proofs on or before September 11, 2015. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 12, 2015 and October 16, 2015. In cooperation and coordination with the Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots.

3.4 **Voter Service and Polling Centers.** The County Clerk shall provide Voter Service and Polling Centers from October 26, 2015 through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in 4 locations across Boulder County, including: 2 centers in Boulder, 1 in Lafayette, and 1 in Longmont.

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; a secrecy sleeve (if the type of ballot requires such secrecy sleeve to maintain the privacy of the vote); an inner verification/return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 ***Testing.*** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 ***Election Support.*** The County Clerk will provide support to the Election Officer via telephone or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 ***Tally.*** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00 p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 3, 2015 shall be counted the night of the Election. The unofficial results will be published to the County website following the completion of the Election Day counting. The Clerk will count and tally valid cured and provisional ballots on or before 7:00 pm on November 17, 2015.

3.13 ***Certification of results.*** Jurisdictions shall be issued a certified statement of results by November 23, 2015.

4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between January 1, 2015 and September 4, 2015, the jurisdiction is responsible for informing the County Clerk in writing by September 4, 2015.

4.2 ***Ballot content and layout.*** No later than September 4, 2015, the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certification ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. § 1-5-412 at the Jurisdiction's expense.

4.3 ***Audio for visually impaired.*** Within 7 days of the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall submit to the Clerk a high quality audio recording with the name of each candidate clearly spoken on the recording. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall make any modifications to the audio recording requested by the County Clerk.

4.4 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by September 22, 2015. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and allow the Jurisdiction time to proofread their portion of the TABOR Notice.

4.5 ***Final layout.*** The Jurisdiction shall timely make any modification to the ballot layout or audio recording(s) requested by the County Clerk. The Jurisdiction shall review, proofread, and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and if applicable TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.6 ***Testing.*** The Jurisdiction must provide two people to participate in Logic and Accuracy Tests, which will be scheduled during the week of October 6, 2015, and may take place over a number of days.

4.7 ***Cancellation of Election by the Jurisdiction.*** If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The

Jurisdiction shall promptly pay the County Clerk the full actual costs of the County Clerk relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at all buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. § 1-5-208.

4.8 ***Canvass Board.*** The Jurisdiction shall designate one person to participate in the canvass of the election unless otherwise dictated by the Code or Election Rules. The name of the representative may be submitted to the County Clerk on or before October 19, 2015, the fifteenth day prior to the Election.

5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS

5.1 ***Boundaries of Jurisdiction.*** No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2015 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

5.2 ***Multi-county special district jurisdictions.*** If the Jurisdiction's boundaries include areas outside of Boulder County, the Jurisdiction is required to provide the County Clerk with a list of the property owners owning property in those areas outside of Boulder County.

5.3 ***Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the Jurisdiction must provide the County Clerk with a list of such property owners by September 16, 2015, 48 days prior to Election Day. The Clerk will review the list provided by the Jurisdiction and may amend it if the Clerk identifies additional resident property owners who may be entitled to vote in the Jurisdiction's election. The Clerk will send non-resident property owners on the final list a letter and self-affirmation to establish eligibility. The Clerk will send mail ballots to the non-resident property owners who timely submit to the Clerk a signed affirmation.

6. PAYMENT

6.1 ***Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County and the political subdivisions participating in the Election.

6.2 ***Responsibility for costs.*** The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the coordinated election on behalf of the Jurisdiction.

6.3 State Election Costs. The State of Colorado's share of the costs of conducting the election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the state.

6.4 Invoice. The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the Clerk's costs and expenses in administering the Election within thirty days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

6.5 Cost Allocation. The County Clerk will determine the jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the coordinated election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR notice publication and mailing costs will also be billed for in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the Clerk agrees to a longer period of time.

6.6 Disputes. The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

7. MISCELLANEOUS

7.1 Notices to Parties. Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received to the fax numbers of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:
Hillary Hall
1750 33rd St., Suite 200
Boulder, CO 80301-2546
303-413-7700
Fax: 303-413-7728
E-mail: hhall@bouldercounty.org

To Election Officer:
Nancy Varra, City Clerk
749 Main Street
Louisville, Colorado 80027
303-335-4571
Fax: 303-335-4550
E-mail: nancyv@louisvilleco.gov

7.2 Amendment. This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.

7.3 Integration. The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.

7.4 Waiver of claims. The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the Clerk related to the Clerk's

processing or administration of the Election except as specified in paragraph 7.5 below and claims arising out of willful and wanton acts of the Clerk.

7.5 Limitation of damages. If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the Clerk shall refund all amounts paid to the Clerk under section 6 above, together with Jurisdiction's reasonable costs, including court costs and attorney fees. Except for the foregoing, the Clerk shall not be responsible for any other judgment, damages, costs, or fees.

7.6 ***Conflicts of this IGA with the Law, impairment.*** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

7.7 Time of essence. Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

7.8 **Good faith.** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

7.9 Third party beneficiary. The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Boulder County

City of Louisville

Hillary Hall
Boulder County Clerk and Recorder

Malcolm Fleming City Manager	Date
---------------------------------	------

Nancy Varra, City Clerk Date

SUBJECT: RESOLUTION NO. 54, SERIES 2015 – A RESOLUTION APPROVING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF APPROXIMATELY 33.12 ACRES INTO ONE 30.11ACRE LOT (LOT 1) AND ONE 3.01 ACRE TRACT (Tract A).

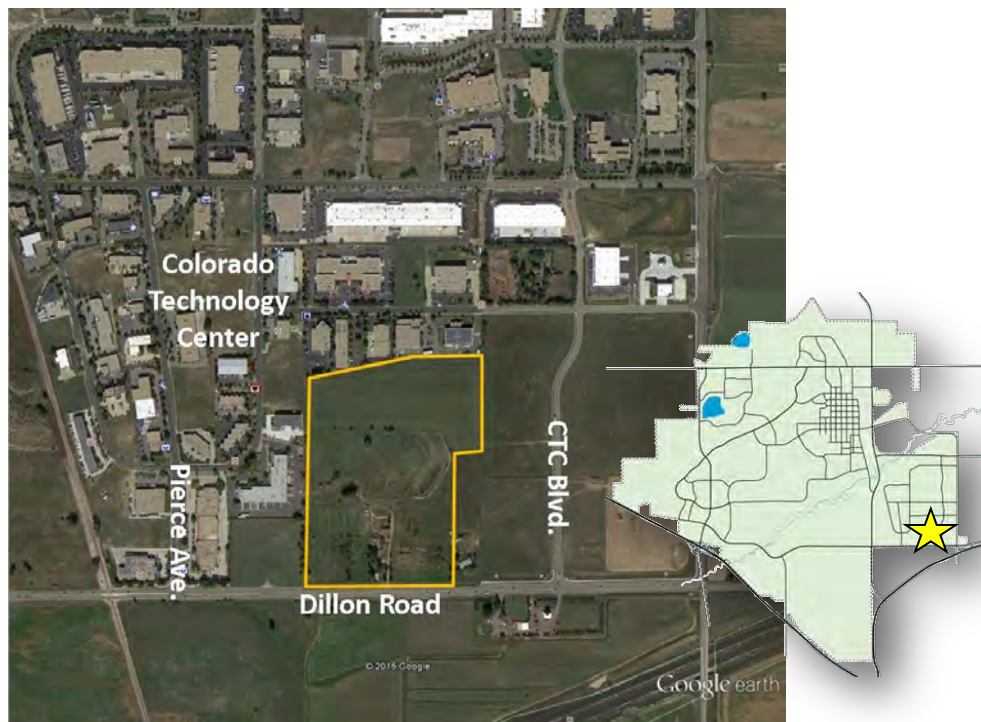
DATE: AUGUST 18, 2014

PRESENTED BY: SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:

Etkin Johnson has submitted a preliminary subdivision plat for 3751 West 136th Avenue (Dillon Road), a 33.12 acre parcel of land formally known as the “Hoyle Property”. If this application is approved, the applicant intends on submitting a preliminary planned unit development (PUD) for the development of 350,000 to 450,000 square feet of industrial flex buildings sometime in the future. .

The property currently houses a single family home and associated out structures.



ANNEXATION AND INITIAL ZONING

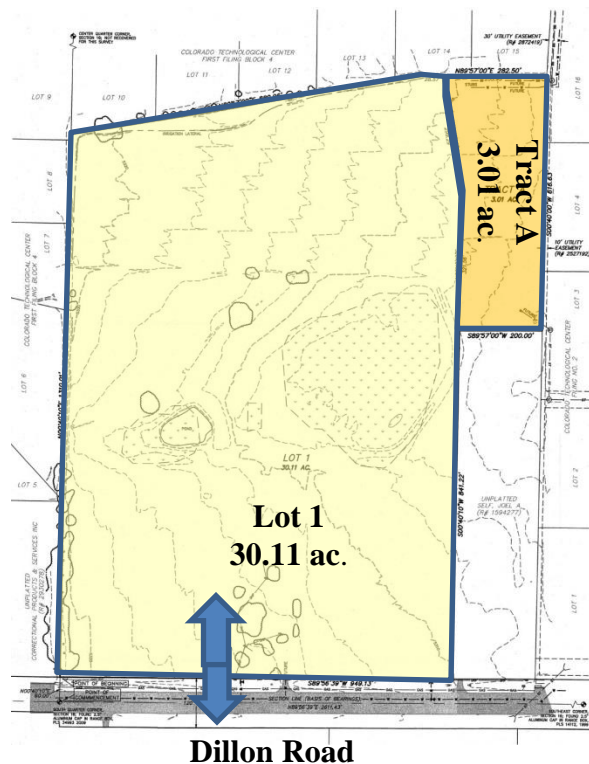
The Hoyle Property was annexed into the City of Louisville by Ordinance No. 1452, Series 2004. The property was approved for Industrial (I) zoning through Ordinance 1518, Series 2007.

PROPOSAL:

The subdivision of property in Louisville is regulated by Title 16 of the Louisville Municipal Code (LMC). The preliminary subdivision request proposes to divide the 33.12 acre parcel into the following Lot and Tract configuration:

- **Lot 1** – a 30.11 acre parcel
- **Tract A** – a 3.01 acre tract

Access is proposed from Dillon Road.



The applicant is requesting this property qualify as a Minor Subdivision. Section 16.12.110.C establishes the eligibility criteria for a Minor Subdivision. The section states:

A subdivision application meeting one or more of the following criteria shall be eligible for review as a minor subdivision:

1. *The subdivision contains solely residential use and results in not more than four dwelling units;*
2. *The subdivision is a replat of an approved final subdivision plat which does not increase the number of lots or increase density, and which does not result in a material change in the extent, location, or type of public improvements, easements, arrangement of streets, open space, or utilities;*
3. *The subdivision results in no more than two lots; each lot is adjacent and has access to an accepted and maintained public street; the improvements required by chapter 16.20 (streets and utilities) are already in existence and available to serve each lot; each lot will meet the requirements of the city's zoning regulations without the necessity for a variance; no variance has been granted within the three previous years to any lot; and, no part of the subdivision has been approved within three years prior to the date of the submission of the minor subdivision plat;*
4. *The subdivision is of a lot, previously created by an approved final subdivision plat, which is split or subdivided into not more than two lots and the lots created by the split comply with the applicable dimensional requirements of the city's zoning regulations.*

Staff believes this request complies with the 3rd criterion above and is eligible for a minor subdivision review.

ANALYSIS:

Staff reviewed the application against the criteria established in Sections 16.16.010 (General design and construction standards), 16.16.050 (Lots) and 16.16.060 (Public Land Dedication).

Section 16.16.010

Staff finds the application meets the LMC's seven general [design criteria](#) regarding the compatibility and functionality of the site. The proposed minor subdivision also complies with the 2013 Comprehensive Plan.

Section 16.16.050

Staff also believes the application meets the applicable criteria established in Section 16.16.050, the applicable LMC provisions concerning Lot requirements, listed below:

- A. *Lots shall meet all applicable zoning requirements.*

The proposed Lot and Tract size would comply with the Industrial Zone District regulations.

B. Each lot shall have vehicular access to a public street.

The proposed Lot 1, if approved, will have access to Dillon Road.

D. The minimum lot frontage, as measured along the front lot lines shall be 50 feet, except for lots abutting a cul-de-sac, in which case such lot frontage may be reduced to 35 feet.

The proposed frontage for Lot 1 is approximated 949 feet.

Staff believes the application meets the standards outlined in Section 16.16.050.

Section 16.16.060 and Zoning Agreement

The LMC stipulates all initial platting of property in the City triggers a public land dedication requirement. Based on the Industrial Zoning, the Hoyle Property would be required to dedicate a minimum of 12% of the property acreage, or provide an equivalent payment-in-lieu.

Additionally, the Zoning Agreement outlines an additional public land dedication requirement for this property to be paid to an Open Space Acquisition Fund. The language from the Zoning Agreement reads as follows:

*Required Payments to Open Space Acquisition Fund. (a) The Parties agree that the Property may be zoned **Industrial (I)** and developed for industrial use under Louisville's zoning ordinance, subject to the following: As the Property develops, there shall be paid into an open space land acquisition fund the amount of \$14,000 per acre for each developable acre within the Property. Payment shall be made on a pro-rata basis at the time of building permit issuance for each lot within the Property, unless earlier paid for the entire Property at the time of subdivision platting. The fee shall be increased at a rate of five percent (5%) per annum, commencing September 25, 2012, which date is the fifth anniversary date of the effective date of the **Industrial (I)** zoning ordinance. Fees shall be collected by the City, deposited into a Boulder County/Louisville managed fund and be used solely for the acquisition of additional open space, acquired in fee or by perpetual conservation easement, in the Plan area or in the vicinity of the Plan area. Only those portions of the Property that are dedicated for Dillon Road right-of-way, for satisfaction of Louisville's twelve percent (12%) public use dedication requirement, or for open space (by conveyance to one or more of the parties in fee or by perpetual conservation easement) shall be excluded from the determination of developable acreage. Therefore, if payments are paid at the time of building permit, the amount required to be paid shall be based on the acreage of the lot plus such lot's allocated share of other developable acreage*

within the Property. The foregoing fee obligation shall be set forth on the subdivision plat(s) for the Property and restated in the subdivision agreement(s) for the Property. The foregoing fee obligation is in addition to Louisville's twelve percent (12%) public use dedication requirement.

As stated on the last line of the above statement, the applicant will also be required to pay a 12% public use dedication to the City of Louisville. The public land dedication will be detailed in a future subdivision agreement following decision of a final Plat.

FISCAL IMPACT

There are no immediate fiscal impacts associated with this request. However, as stated above, the project is required to pay to an open space land acquisition fund \$14,000 per each developable acre within the property, with the per acre fee increased at a rate of 5% per annum commencing September 25, 2012, as well as a City of Louisville public land dedication fee of 12% of the appraised land value.

The payment into the open space fund, which as of September 25, 2015 would total approximately \$533,232 ($\$14,000 \times 1.15 \times 33.12 \text{ acres} = \$533,232$), will be collected by the City of Louisville and deposited into a Boulder County/Louisville managed fund and used solely for the acquisition of additional open space within the Plan area or in the vicinity of the Plan area designated by the "Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement". The payment must occur at time of subdivision platting. This means the final subdivision plat must first be approved by City Council and then recorded by the Boulder County Assessor's office. This current application is the first step in that action—preliminary subdivision plat review.

The 12% public land dedication will be due at time of building permit and paid to the City of Louisville (the public land dedication amount will be determined at time of final Plat). A building permit may not be issued until a final Plat and final PUD have been approved by City Council and recorded by the Boulder County Assessor's office.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on this application on July 9, 2015. The Planning Commission voted 6-0 to recommend the City Council approve the application, without condition:

RECOMMENDATION:

Staff believes the application meets the criteria established in both Sections 16.16.010 and 16.16.050 of the LMC. Staff recommends that City Council approve Resolution No. 54, Series 2015, a request for a preliminary minor subdivision plat of approximately 33.12 acres into one 30.11 acre lot (Lot 1) and one 3.01 acre tract (Tract A), without conditions.

SUBJECT: RESOLUTION NO. 54, SERIES 2015

DATE: AUGUST 18, 2015

PAGE 6 OF 6

ATTACHMENTS:

1. Resolution No. 54, Series 2015
2. Application materials
3. Preliminary Plat
4. Zoning Agreement
5. Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement (IGA)
6. IGA Map
7. Planning Commission Minutes

**RESOLUTION NO. 54
SERIES 2015**

A RESOLUTION APPROVING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF APPROXIMATELY 33.12 ACRES INTO ONE 30.11 ACRE LOT (LOT 1) AND ONE 3.01 ACRE TRACT (Tract A).

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a request for a preliminary subdivision plat of approximately 33.12 acres into on 30.11 acre lot (Lot 1) and one 3.01 acre tract (Tract A) for a property located at 10101 Dillon Road, adjacent to the Colorado Technology Center; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with Louisville Municipal Code Chapters 16.12.110 and 17.12.050; and

WHEREAS, after a duly noticed public hearing on July 9, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated July 9, 2015, the Planning Commission forwarded a recommendation of approval to the City Council for a preliminary subdivision plat of approximately 33.12 acres into on 30.11 acre lot (Lot 1) and one 3.01 acre tract (Tract A) for a property located at 10101 Dillon Road, adjacent to the Colorado Technology Center, without condition.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approves a resolution approving a request for a preliminary subdivision plat of approximately 33.12 acres into on 30.11 acre lot (Lot 1) and one 3.01 acre tract (Tract A) for a property located at 10101 Dillon Road, adjacent to the Colorado Technology Center.

PASSED AND ADOPTED this 18th day of August, 2015

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Etkin Johnson Real Estate Partners
Contact: Jim Vasbinder
Address: 1512 Larimer Street Suite 325
Denver, Colorado 80202
Mailing Address: same
Telephone: Office: 303-223-2185 Mobile: 303-898-3907
Fax: 303-629-5451
Email: jvasbinder@etkinjohnson.com

OWNER INFORMATION

Firm: See attached application
Contact: and letter, dated 3/23/2015
Address: _____
Mailing Address: _____
Telephone: _____
Fax: _____
Email: _____

REPRESENTATIVE INFORMATION

Firm: see attached application
Contact: and letter, dated 3/23/2015
Address: _____
Mailing Address: _____
Telephone: _____
Fax: _____
Email: _____

PROPERTY INFORMATION

Common Address: 10101 Dillon Road
Legal Description: Lot _____ Blk _____
Subdivision See attached ALTA Survey
Area: 1,442,826 Sq. Ft. 33.12 Acres

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☒ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: Proposed Louisville Corporate Campus at CTC. Multiple building industrial/flex project.

The "Hoyle" property located at 10101 Dillon Road.

Current zoning: I Proposed zoning: I

SIGNATURES & DATE

Applicant: James D. Vasbinder
Print: James D. Vasbinder
Owner: _____
Print: _____
Representative: _____
Print: _____

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

LETTER OF REQUEST
Louisville Corporate Campus at CTC
(10101 Dillon Road – Hoyle Property)
March 24, 2015

Property: The Hoyle property is currently owned by members of the Hoyle family who are represented by Richard Lopez as special trustee. An affiliate of Etkin Johnson Real Estate Partners has the property under contract to purchase.

Per the ALTA survey the property totals 33.12 Acres (1,442,826 SF).

Zoning: The property is currently zoned I-Industrial. The existing zoning will remain in place and proposed improvements will comply with the City of Louisville Industrial Development Design Standards & Guidelines (IDDSG).

Proposed Development:

This preliminary plat submittal is the initial step for development of the property. The Etkin Johnson Real Estate Partners will prepare and submit preliminary planned unit development applications to the City of Louisville for both a multiple building development program as well as a large single user building. In both scenarios it is currently anticipated that approximately 350,000 to 450,000 square feet of buildings will be constructed.

LOPEZ LAW OFFICE

RICHARD V. LOPEZ
ATTORNEY AT LAW
4450 Arapahoe Avenue
Boulder, Colorado 80303

(303) 415-2585
FAX (303) 415-0932
e-mail rvlopez@aol.com

March 23, 2015

City of Louisville
Department of Planning and Building Safety
749 Main Street
Louisville, CO 80027

RE: Hoyle Property 10101 Dillon Road

Greetings:

I am the Special Trustee for the property owners. The property is owned by six charitable remainder trusts, namely, The Richard L. Hoyle Charitable Remainder Trust, The Richard L. Hoyle CRT II, The Rebecca R. Razo Charitable Remainder Trust, The Rebecca R. Razo CRT II, The Robert K. Hoyle Charitable Remainder Trust and the Robert K. Hoyle CRT II. I am empowered to execute the Land Use Application that is submitted by the Etkin Johnson Property Holdings, LLC. If you have any questions, please feel free to contact me.

With regards



Richard V. Lopez

RVL/mt

cc Virginia Hoyle
Richard K. Hoyle
Rebecca R. Razo
Richard L. Hoyle
Jim Vasbinder
Karla Hanson, 1st National Bank

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: _____

Contact: _____

Address: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

OWNER INFORMATION

Firm: SEE ATTACHED LETTER

Contact: _____

Address: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

REPRESENTATIVE INFORMATION

Firm: LOPEZ LAW OFFICE

Contact: RICHARD V LOPEZ

Address: 4450 AQUARIUS

BOULDER, CO 80303

Mailing Address: _____

Telephone: 303 415 2585

Fax: 303 419 0932

Email: lopezlawofficeco@gmail.com

PROPERTY INFORMATION

Common Address: _____

Legal Description: Lot _____ Blk _____

Subdivision _____

Area: _____ Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: _____

Current zoning: _____ Proposed zoning: _____

SIGNATURES & DATE

Applicant: Richard V Lopez 3/23/15 SPECIAL TRUSTEE

Print: RICHARD V LOPEZ SPECIAL TRUSTEE

Owner: _____

Print: _____

Representative: _____

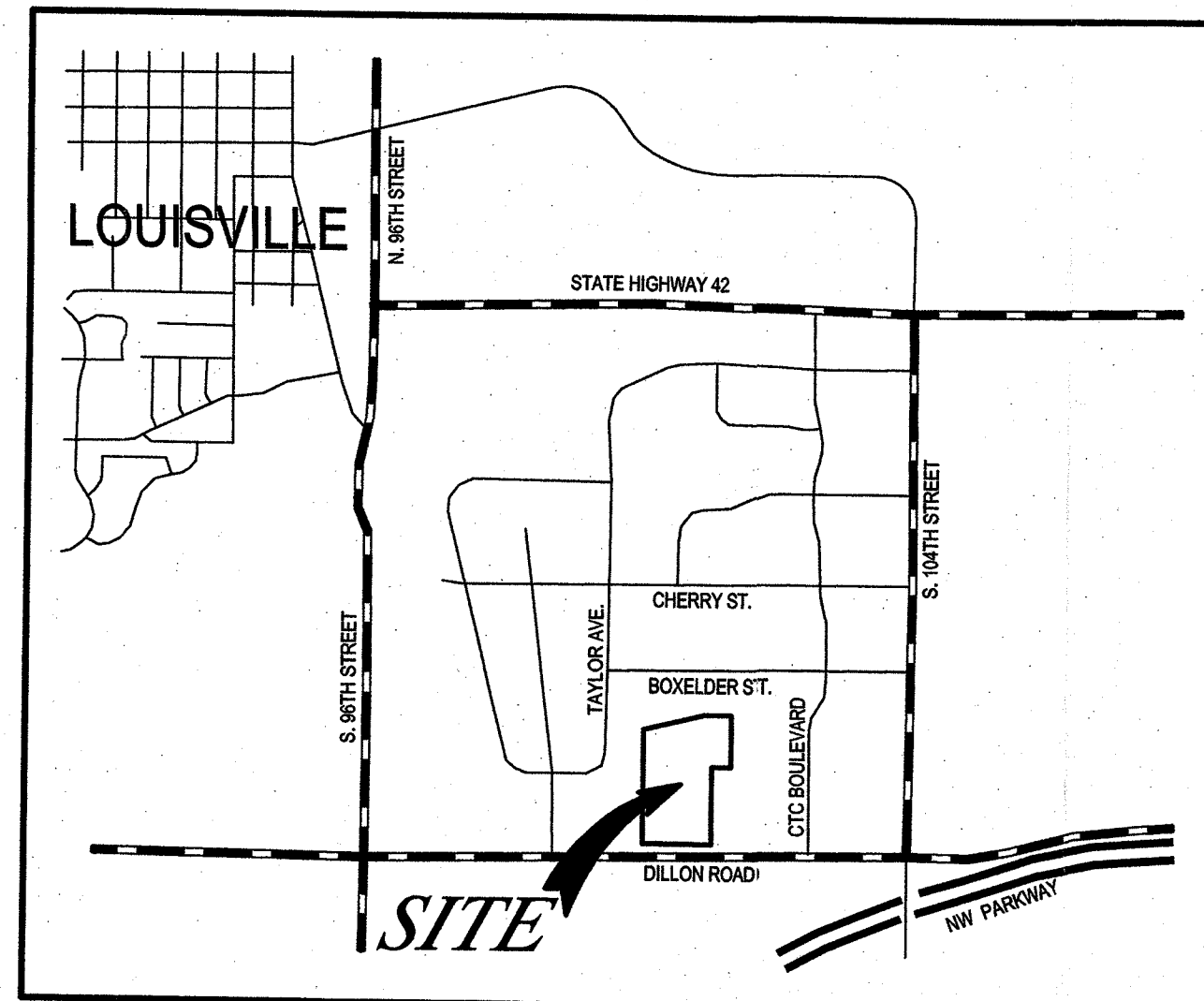
Print: _____

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

LOUISVILLE CORPORATE CAMPUS AT CTC PRELIMINARY PLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



VICINITY MAP (NTS)

PARCEL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 16;

THENCE N00°40'10"E, 60.00 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 16 TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE N00°40'10"E 1,310.01 FEET;

THENCE ALONG THE SOUTHERLY LINE OF "COLORADO TECHNOLOGICAL CENTER FIRST FILING BLOCK 4" FOLLOWING TWO COURSES:

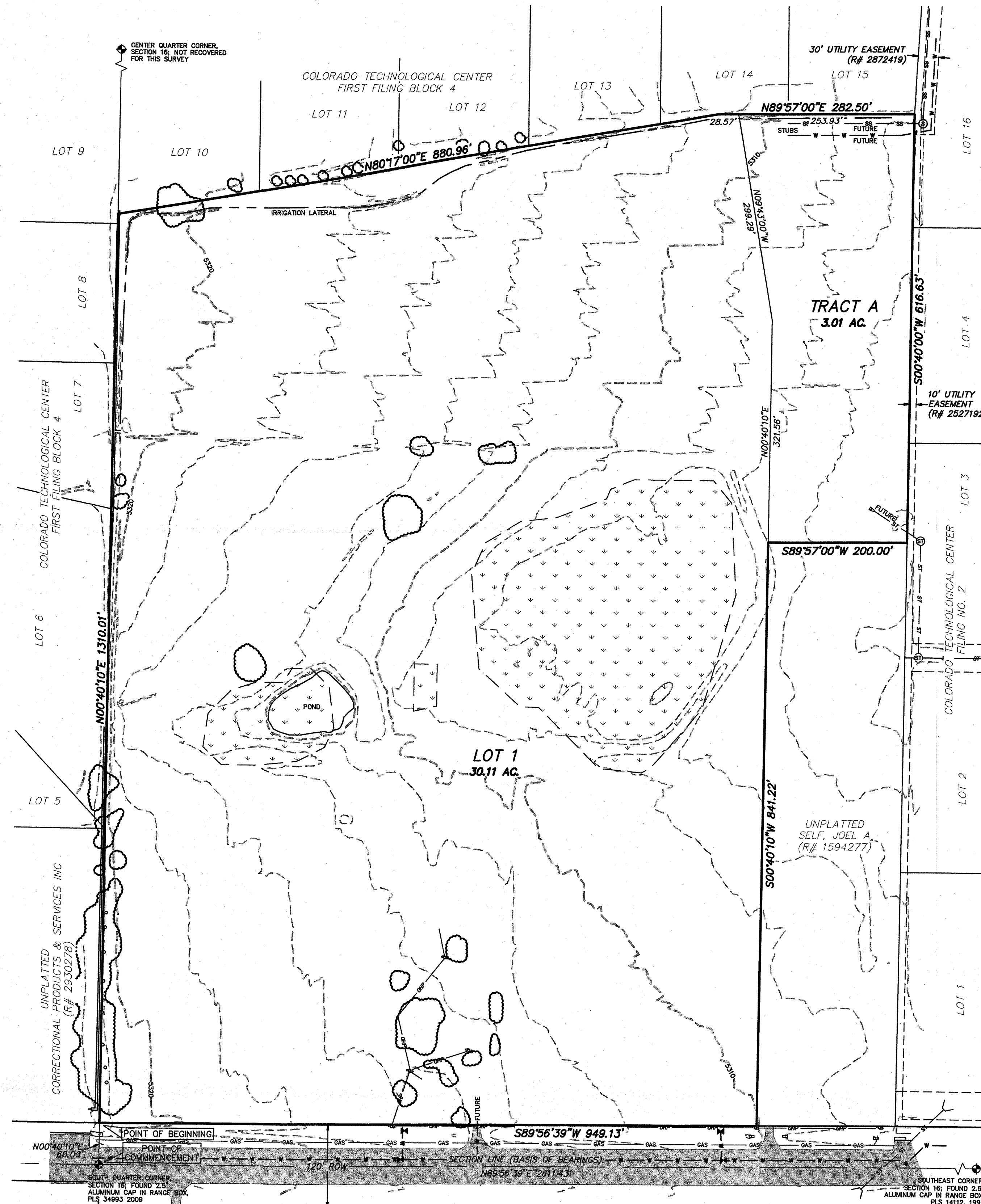
- 1) N80°17'00"E, 880.96 FEET;
- 2) N89°57'00"E, 282.50 FEET;

THENCE S00°40'00"W, 616.63 FEET ALONG THE WESTERLY LINE OF "COLORADO TECHNOLOGICAL CENTER FILING NO. 2";

THENCE ALONG THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED AT RECEPTION NO. 1412751 THE FOLLOWING TWO COURSES:

- 1) S89°57'00"W, 200.00 FEET;
- 2) S00°40'10"W, 841.22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF DILLON ROAD (AS CONVEYED BY INSTRUMENT RECORDED AT RECEPTION NO. 2940622);

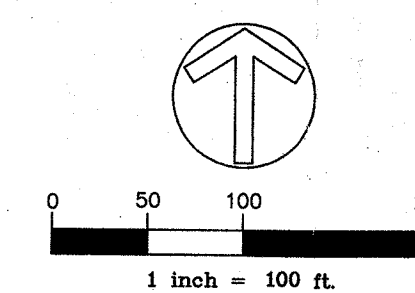
THENCE S89°56'39"W, 949.13 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 1,442,826 SQUARE FEET (33.12 ACRES), MORE OR LESS.



LEGEND	
⊙	Sanitary Sewer Manhole
⊙	Storm Sewer Manhole
⊕	Water Valve
⊕	Power/Light Pole
— W —	Water Line
— SS —	Sanitary Sewer Line
— ST —	Storm Sewer Line
— GAS —	Gas Line
— OHP —	Overhead Power/Utility
—	Index Contour (10')
—	Interval Contour (2')
[]	Wetlands Area (See Note 8)

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 16, BEING N89°56'39"E, 2,611.43' BETWEEN THE SOUTH QUARTER CORNER (2.5" ALUMINUM CAP IN RANGE BOX, PLS 34993, 2009) AND THE SOUTHEAST CORNER (2.5" ALUMINUM CAP IN RANGE BOX, PLS 14112, 1999).
3. GROSS LAND AREA PER PROPERTY DESCRIPTION IS 1,442,826 SQUARE FEET (33.12 ACRES), MORE OR LESS.
4. ALL ADJACENT ZONING IS CITY OF LOUISVILLE I-INDUSTRIAL WITH THE EXCEPTION OF ADJOINER JOEL SELF ALONG EASTERLY PROPERTY LINE. PROPERTY IS ZONED BOULDER COUNTY A-AGRICULTURAL.
5. PROPOSED DEVELOPMENT IS 1 LOT AND 1 TRACT.
6. PROPOSED USE IS INDUSTRIAL.
7. PROPERTY IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP NUMBER 08013C0603J WITH A REVISION DATE OF 12/18/2012.
8. THERE ARE WETLAND AREAS ON SUBJECT PROPERTY BASED ON THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY WEBSITE, ACCESSED 01/26/15 (www.fws.gov/wetlands/Data/Mapper.html). STANDING WATER AT TIME OF SURVEY (POND) IS SHOWN.



OWNER:
VIRGINIA RUTH HOYLE
4080 CREEK DRIVE
BROOMFIELD, CO 80020
303-460-1251

DEVELOPER:
ETON JOHNSON PROPERTY HOLDINGS LLC
1512 LARIMER ST #325
DENVER, CO 80202
303-223-2185

ENGINEER/SURVEYOR:
HURST & ASSOCIATES, INC.
2500 BROADWAY, SUITE B
BOULDER, CO 80304
303-449-9105

SCALE VERIFICATION
BAR IS ONE INCH
ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

NO.	DESCRIPTION	DATE	BY

HURST & ASSOCIATES, INC.
2500 BROADWAY, SUITE B
BOULDER, CO 80304
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

LOUISVILLE CORPORATE
CAMPUS AT CTC
PRELIMINARY PLAT
LOUISVILLE, COLORADO

DRAWN BY: BIO	DESIGNED BY: JJ	APPROVED BY: JJ
JOB NUMBER: 2242-15	DATE: 03/12/15	SCALE: N/A
SHEET NO: 1 OF 1	FILE LOCATION: 0224215/LOUISVILLE CORP CAMPUS PRELIMINARY PLAT	



**ZONING AGREEMENT
(Hoyle Property)**

THIS ZONING AGREEMENT is made and entered into this 9th day of September, 2007, by and between VIRGINIA HOYLE AND THE IRA HOYLE FAMILY TRUST, hereinafter collectively referred to as the "Owner," and the CITY OF LOUISVILLE, a municipal corporation of the State of Colorado, hereinafter referred to as "Louisville" or "City". The Owner and City are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Owner is the owner of a 33.78-acre tract of land more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as "the Property"); and

WHEREAS, the Property was annexed to the City pursuant to Ordinance No. 1452, Series 2004, which Ordinance, was recorded in the Office of the Boulder County Clerk and Recorder on August 9, 2004, at Reception No. 2616246; and

WHEREAS, such annexation ordinance was adopted in light of the Ruling and Order entered in *Virginia Hoyle and Ira Hoyle Family Trust v. City of Louisville, et al.*, Case No. 02CV1228, Boulder County District Court, in which the District Court ruled that the Property meets the specifications of C.R.S. § 31-12-106(1) for the purposes of C.R.S. § 31-12-107(5) and, accordingly, is a qualifying enclave which is required to be annexed pursuant to the requirements of C.R.S. § 31-12-107(5); and

WHEREAS, upon annexation of the Property, the Owner filed an application for Industrial (I) zoning for the Property pursuant to Title 17 of the Louisville Municipal Code; and

WHEREAS, the Property is subject to the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (hereinafter the "IGA" or "Plan"), and the Property is designated as subject to the IGA with a preferred land use of Industrial under the Framework Plan of Louisville's 2005 Citywide Comprehensive Plan (hereinafter "Louisville Comp Plan"); and

WHEREAS, an amendment of the IGA has been approved to allow for consideration of Industrial (I) zoning of the Property, which amendment provides for the establishment of a funding mechanism to finance the acquisition of additional open space, acquired in fee or by perpetual conservation easement, in the vicinity of the IGA plan area; and

WHEREAS, in order to implement the IGA amendment and allow for Industrial (I) zoning of the Property, the Owner and City desire to enter into this Agreement to set forth their agreement concerning the open space funding mechanism and certain other matters related to the zoning of the Property; and

WHEREAS, the Property is not currently subject to an annexation agreement, and the



Owner and City also desire to enter into this Agreement to set forth their agreement concerning certain matters related to the development of the Property, including but not limited to City requirements concerning or relating to the dedication of open space lands; the dedication and sale of water rights; the dedication of rights-of-way for roadways and utilities, and the provision of municipal services to or for the benefit of the Property, as such City requirements may be amended and in effect from time to time; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement;
and

WHEREAS, Owner acknowledges that the Property is subject to all ordinances, resolutions, and other regulations of the City of Louisville, as they may be amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain portions of the Property, including but not limited to property for ways and easements to Louisville as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.
2. Purpose. The purpose of this Agreement is to set forth the Parties agreement concerning certain matters related to the zoning of the Property within the **Industrial (I)** zone district, and to set forth the Parties' agreement concerning certain matters related to the development of the Property, including but not limited to City laws concerning or relating to the dedication of open space lands; the dedication and sale of water rights; the dedication of rights-of-way for roadways and utilities, and the provision of municipal services to or for the benefit of the Property, as such City laws may be amended and in effect from time to time. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning zoning, subdivision and development contained in the Louisville Municipal Code and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq. This Agreement shall not preclude the execution of a subdivision agreement at the time of subdivision of the Property, or other future agreements between the Parties.
3. Zoning. The Parties recognize that it is the Owner's intent to develop the Property for industrial use under the **Industrial (I)** zone district, and the granting by the City of **Industrial (I)** zoning is a condition of this Agreement.
4. Required Payments to Open Space Acquisition Fund. (a) The Parties agree that the Property may be zoned **Industrial (I)** and developed for industrial use under Louisville's zoning ordinance, subject to the following: As the Property develops, there shall be paid into an open space land acquisition fund the amount of \$14,000 per acre for each developable acre within the



Property. Payment shall be made on a pro-rata basis at the time of building permit issuance for each lot within the Property, unless earlier paid for the entire Property at the time of subdivision platting. The fee shall be increased at a rate of five percent (5%) per annum, commencing September 25, 2012, which date is the fifth anniversary date of the effective date of the **Industrial (I)** zoning ordinance. Fees shall be collected by the City, deposited into a Boulder County/Louisville managed fund and be used solely for the acquisition of additional open space, acquired in fee or by perpetual conservation easement, in the Plan area or in the vicinity of the Plan area. Only those portions of the Property that are dedicated for Dillon Road right-of-way, for satisfaction of Louisville's twelve percent (12%) public use dedication requirement, or for open space (by conveyance to one or more of the parties in fee or by perpetual conservation easement) shall be excluded from the determination of developable acreage. Therefore, if payments are paid at the time of building permit, the amount required to be paid shall be based on the acreage of the lot plus such lot's allocated share of other developable acreage within the Property. The foregoing fee obligation shall be set forth on the subdivision plat(s) for the Property and restated in the subdivision agreement(s) for the Property. The foregoing fee obligation is in addition to Louisville's twelve percent (12%) public use dedication requirement.

(b) The provisions of subsection (a) of this section shall constitute covenants running with the land and shall be binding upon all successors in title to Owner to all or any portion of the Property. No building permit shall be issued for any portion of the Property until the fee required under subsection (a) for such portion of Property has been paid in full.

(c) The provisions of subsection (a) of this section shall not apply to the Property if the Property is not zoned into the **Industrial (I)** zone district. Such provisions shall apply, and the condition of this Agreement concerning such zoning shall be deemed satisfied, upon the final effective date of an ordinance zoning the Property as **Industrial (I)**.

5. Dedications. Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City easements and rights-of-way for streets and other public ways and for other public purposes, as required by City ordinances and resolutions. The Owner shall dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City 35 feet along the full southern boundary of the Property for Dillon Road right-of-way immediately upon request of the City. Internal rights-of-way within the Property shall be dedicated at the time of subdivision platting, unless the City specifies another time. All dedications pursuant to this section shall be free and clear of all monetary liens and encumbrances.

6. Public Improvements. Owner agrees to design, improve, and provide signage, lighting, and signalization for, all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Louisville, to dedicate to Louisville any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any subdivision and development of the Property.



7. Improvement Districts. If requested by Louisville, Owner agrees to include the Property in one or more special improvement districts or other mechanisms established by Louisville for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the City Manager of Louisville as Owner's attorney-in-fact for the purpose of executing all documents determined by Louisville to be necessary for such inclusion. If requested by Owner, Louisville agrees to consider the establishment of one or more special improvement districts for making such improvements.

8. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.

9. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

10. Disconnection. No right or remedy of disconnection of the Property from the City shall accrue from this Agreement, other than that provided by applicable City ordinances. In the event the Property or any portion thereof is disconnected at Owner's request, Louisville shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

11. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

12. Municipal Services. Louisville agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Louisville or Cherryvale Fire Protection District.

13. Water Rights. (a) Owner represents to the City that the shares of mutual ditch company stock listed on Exhibit "B", attached hereto and incorporated herein by this reference, constitute all of the water rights appurtenant to the Property. In accordance with Section 16.32.030(G) of the Louisville Municipal Code, as amended, and existing City policy as set forth in Resolution No. 6, Series 2007, Owner has offered such appurtenant water rights for sale to the City at current fair market value.



(b) The City, by approving this Agreement, acknowledges that it has declined to purchase any of such appurtenant water rights at this time. Owner hereby grants to the City, for a period of twenty (20) years from the date of this Agreement, a right of first refusal to purchase all or any portion of the Exhibit "B" water rights. Such right of first refusal shall be exercised by the City, if at all, by written notice to Owner or their successors within sixty (60) days following receipt of written notice from Owner or their successors of the terms of an acceptable, bona fide offer to purchase all or any portion of the Exhibit "B" water rights.

(c) The City reserves the right to require of Owner, at the time of subdivision and/or PUD approval, the payment of a Water Resource Fee or other consideration for raw water acquisition if, in the judgment of the City, the development planned for the Property will generate a higher water demand than the average water demand for industrial developments within the City. Such determination shall be made at the time of subdivision and/or PUD approval.

14. Special District Inclusion. The Property shall be included into the Northern Colorado Water Conservancy District (NCWCD), and the Municipal Sub-district, prior to receiving water service from the City of Louisville. Further, the Owner shall petition to include the Property into the NCWCD at its expense.

15. Future Cooperation. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

16. Amendment. This Agreement may be amended by the City and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk of Boulder County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.

17. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

18. Owner. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

19. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.



20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

21. **Legislative Discretion.** The Owner acknowledges that the zoning, platting, and planned unit development (PUD) development plan approvals for the Property are subject to the legislative discretion and/or quasi-judicial determination of the City Council of the City of Louisville. No assurances of zoning, platting or PUD development plan approval have been made or relied upon by Owner. If, in the exercise of legislative discretion by the City Council or through the exercise of the powers of initiative or referendum, the Property is not zoned into the Industrial (I) zone district, then Owner may upon written notice terminate this Agreement.

22. **Notice.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80027
Fax: (303) 673-9043

With copy to:

Light, Harrington & Dawes, P.C.
1512 Larimer Street, #300
Denver, CO 80202
Fax: (303) 298-1627

Notice to Owner:

With copy to:

Richard Lopez, Esq.
Lopez Law Office
4450 Arapahoe Ave., #100
Boulder, CO 80303
Fax: (303) 415-0932

23. **No Third-Party Rights.** This Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.



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09/17/2007 08:57A
D 0.00

Boulder County Clerk, CO AG

R 56.00

D 0.00

24. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Boulder County, Colorado.

25. Headings. The section headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

26. Authority & Counterparts. Owner warrants to the City that it is the record owner of the Property described on Exhibit "A" or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrants to the City that the undersigned has full power and authority to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

OWNER:

Virginia Hoyle
Virginia Hoyle

IRA HOYLE FAMILY TRUST

K.

By: Jane M. Lindike, Vice President
Title: Member Trust Company FSC, Trustee
IRA K. Hoyle Family Trust

ACKNOWLEDGEMENT

STATE OF COLORADO)

COUNTY OF Broomfield)
)SS)

The above and foregoing signature of Virginia Hoyle was subscribed and sworn to before me this 1 day of August, 2007.

Witness my hand and official seal.

Margo J. PorterMy commission expires on: 6.19.2010My Commission Expires
JUNE 19, 2010



2883392

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09/17/2007 08:57A
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Boulder County Clerk, CO AG

R 56.00

ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF Boulder)ss
)

The above and foregoing signature of Jeane M. Lindeke was subscribed and sworn to before me this 30 day of July, 2007.

Witness my hand and official seal.

My commission expires on: 6/30/2010.



My Commission Expires 06/30/2010



2883392

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09/17/2007 08:57A

Boulder County Clerk, CO AG

R 56.00

D 0.00



CITY OF LOUISVILLE

By:

Charles L. Sisk, Mayor

Nancy Varra

Nancy Varra, City Clerk

ACKNOWLEDGEMENT

STATE OF COLORADO

)

)ss

COUNTY OF BOULDER

)

The above and foregoing signatures of Charles L. Sisk, as Mayor, and Nancy Varra, as City Clerk, of the City of Louisville were subscribed and sworn to before me this 9th day of September, 2007.

Witness my hand and official seal.

My commission expires on: 12-4-07.

Carol Hanson

(SEAL)



My Commission Expires
DECEMBER 4, 2007

**2883392**Page: 10 of 11
09/17/2007 08:57A

Boulder County Clerk, CO AG

R 56.00

D 0.00

EXHIBIT A
LEGAL DESCRIPTION - HOYLE PROPERTY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 16 AND THE NORTHERLY RIGHT-OF-WAY LINE OF DILLON ROAD THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 16 BEARS SOUTH 00° 40' 10" WEST OF 30 FEET, SAID POINT OF BEGINNING ALSO LYING ON THE EAST LINE OF THE PARCEL DESCRIBED IN DEED, FILM 2173 RECEPTION NO. 01663052, BOULDER COUNTY CLERK AND RECORDER AND SAID POINT OF BEGINNING LYING ON THE PROLONGATION OF THE EASTERLY LINE THE COLORADO TECHNOLOGICAL CENTER, FIRST FILING AS RECORDED AS P-9, F-1, #38, 39 & 40 IN THE OFFICE OF THE CLERK AND RECORDER, BOULDER COUNTY.

THENCE NORTH 00 40' 10" EAST 1340.01 FEET ALONG THE NORTH-SOUTH CENTER SECTION OF SAID SECTION 16, THE EAST LINE OF SAID DEED, FILM 2173 RECEPTION NO. 01663052 AND THE EAST LINE OF SAID COLORADO TECHNOLOGICAL CENTER FIRST FILING TO THE SOUTHWEST CORNER, LOT 10, BLOCK 4 OF SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING; THENCE NORTH 80 17' 00" EAST, 880.96 FEET ALONG THE SOUTH LINE OF BLOCK 4 OF SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING; THENCE NORTH 89 57' 00" EAST 282.50 FEET ALONG THE SOUTH LINE OF BLOCK 4 OF SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING TO A POINT ON THE EAST LINE OF THAT PARCEL (B) DESCRIBED IN THE DEED LISTED UNDER RECEPTION #1877881 AS FILED IN THE CLERK AND RECORDERS OFFICE, BOULDER, COLORADO;

THENCE SOUTH 00 40' 10" WEST 616.69 FEET ALONG THE EAST LINE OF SAID PARCEL (B);

THENCE SOUTH 89 56' 51" WEST 200.00 FEET ALONG THE NORTH LINE OF THE EXCEPTION TO SAID PARCEL (B);

THENCE SOUTH 00 40' 10" WEST 871.20 FEET ALONG THE WEST LINE OF THE EXCEPTION TO SAID PARCEL (B) TO THE NORTH RIGHT-OF-WAY LINE OF DILLON ROAD;

THENCE SOUTH 89 56' 51" WEST 949.09 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID DILLON ROAD TO THE POINT OF BEGINNING.



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Page: 11 of 11
09/17/2007 08:57A

Boulder County Clerk, CO AG

R 56.00

D 0.00

EXHIBIT B
DESCRIPTION OF APPURTENANT WATER RIGHTS

Seventy-six (76) Shares of the capital stock of The Goodhue Ditch & Reservoir Company

and

One and one-half (1-1/2) shares of the capital stock of The Farmers Reservoir and Irrigation Company (Marshall Lake Reservoir Division) ("FRICO").

SEP 14 2007

REC'D BY _____

**HOYLE PROPERTY AMENDMENT TO SOUTHEAST BOULDER COUNTY,
SOUTH 96TH STREET, DILLON ROAD AND US 287 AREA COMPREHENSIVE
DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**

This Hoyle Property Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, by, between and among the City and County of Broomfield (Broomfield); the City of Lafayette, a Colorado home rule municipal corporation (Lafayette); the City of Louisville, a Colorado home rule municipal corporation ("Louisville") and the County of Boulder, a body corporate and politic of the State of Colorado ("Boulder County"); (collectively the "Parties") is made to be effective on the 4th day of September, 2007.

WITNESSETH:

WHEREAS, 29-20-101 *et seq.*, C.R.S., as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts of development on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, the Parties entered into the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (hereinafter the "Plan" or "IGA") in order to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, pursuant to certain legal proceedings, a 33.78-acre tract of land owned by Virginia Hoyle and the Ira Hoyle Family Trust (hereinafter the "Hoyle Property") has been annexed to Louisville, and the landowners have filed an application for Louisville Industrial zoning for the Hoyle Property, which Property is currently designated as Rural Preservation under the IGA and which Property is designated as subject to the IGA with a preferred land use of industrial under the Framework Plan of Louisville's 2005 Citywide Comprehensive Plan (hereinafter "Louisville Comp Plan"); and

WHEREAS, the IGA, in Exhibit A, Section 3.6, states that an amendment to the IGA shall be required for any proposed use or development of a Rural Preservation Area parcel that does not conform to Plan, and the Louisville Comp Plan, at Policy LU-4.3, provides that an IGA amendment is necessary to effectuate the preferred land use for the Hoyle Property; and

WHEREAS, the landowners have acknowledged that a change in the land use of the Hoyle Property from its Rural Preservation designation to Industrial uses will allow for development that will likely increase traffic-generating uses in the Plan Area, and have agreed to mitigate the impact of such change through the establishment of a funding mechanism to finance the acquisition of

additional open space, acquired in fee or by perpetual conservation easement, in the vicinity of the Plan area; and

WHEREAS, the Parties have determined that it is in the best interests of the citizens of their respective jurisdictions to amend the IGA to permit consideration of the landowners' application for Louisville Industrial zoning of the Hoyle Property, and to permit approval of such request if the City Council of the City of Louisville, after completing the processing of the application and holding the requisite public hearings and in the exercise of its decision-making authority, finds that the application meets the standards of the Louisville Comp Plan and Louisville Municipal Code, understanding that approval of this amendment of the IGA (hereinafter the "Amendment") is not a determination by any Party hereto that the application meets such standards; and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Amendment,

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. The Exhibit A (Map Portion) of the IGA is hereby amended to delete the "Rural Preservation Area" designation shown for the Hoyle Property (Parcel Number 157516000012).

2. Section 4 of Exhibit A (Text Portion) of the IGA is hereby amended by the addition of a new Subsection 4.19, to read as follows:

4.19 A parcel numbered Number 157516000012 (33.78 acres) on the attached map is currently annexed to Louisville. Said parcel may be zoned for industrial use under Louisville's zoning ordinance, provided that Louisville negotiates and executes an enforceable, voluntary agreement with the owners providing for the following: As the parcel develops, there shall be paid into an open space land acquisition fund the amount of \$14,000 per acre for each developable acre within the parcel. Payment shall be made on a pro-rata basis at the time of building permit issuance for each lot within the parcel, unless earlier paid for the entire parcel at the time of subdivision platting. The fee shall be increased at a rate of five percent (5%) per annum, commencing on the fifth anniversary date of the effective date of the Louisville ordinance zoning the parcel for industrial use. Fees shall be collected by Louisville, deposited into a Boulder County/Louisville managed fund and be used solely for the acquisition of additional open space, acquired in fee or by perpetual conservation easement, in the Plan area or in the vicinity of the Plan area. Only those portions of the parcel that are dedicated for Dillon Road right-of-way, for satisfaction of the Louisville's twelve percent (12%) public use dedication requirement, or for open space (by conveyance to one or more of the parties in fee or by perpetual conservation easement) shall be excluded from the determination of developable acreage.

3. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions hereof shall be covenants running with the Hoyle Property and shall be binding upon all persons or entities having an interest in the Hoyle Property, which Property is further described in Exhibit A, attached hereto and incorporated herein by reference.

4. The other terms and conditions of the IGA shall remain in force and effect.


IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: Karen Stuart
Karen Stuart, Mayor

Date July 24, 2007

ATTEST:

By: Judith L. Reiser
Deputy City Clerk, Acting

APPROVED AS TO FORM:

William A. Tuthill III
William A. Tuthill III
City and County Attorney

CITY OF LAFAYETTE

By: Chris Berry
Chris Berry, Mayor

Date September 4, 2007

ATTEST:

By: Susan Baker
City Clerk



APPROVED AS TO FORM:

James A. Windholz
James A. Windholz
City Attorney

CITY OF LOUISVILLE

By: Charles L. Sisk
Charles L. Sisk, Mayor

Date 8/23/07

CITY OF LOUISVILLE

By: [Signature]
Don Brown, Mayor Pro Tem

Date: 7/27/07

ATTEST:

By: [Signature]
City Clerk



APPROVED AS TO FORM:

[Signature]
Samuel J. Light
City Attorney

COUNTY OF BOULDER

BY: BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Ben Pearlman, Chair

Date: 8/14/07

By: [Signature]
Will Toor, Vice Chair

By: [Signature]
Cindy Domenico, Commissioner



ATTEST:

By: [Signature]
Clerk to the Board

APPROVED AS TO FORM:

[Signature]
H. Lawrence Hoyt
County Attorney

EXHIBIT A
LEGAL DESCRIPTION - HOYLE PROPERTY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 16 AND THE NORTHERLY RIGHT-OF-WAY LINE OF DILLON ROAD THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 16 BEARS SOUTH $00^{\circ} 40' 10''$ WEST OF 30 FEET, SAID POINT OF BEGINNING ALSO LYING ON THE EAST LINE OF THE PARCEL DESCRIBED IN DEED, FILM 2173 RECEPTION NO. 01663052, BOULDER COUNTY CLERK AND RECORDER AND SAID POINT OF BEGINNING LYING ON THE PROLONGATION OF THE EASTERLY LINE THE COLORADO TECHNOLOGICAL CENTER, FIRST FILING AS RECORDED AS P-9, F-1, #38, 39 & 40 IN THE OFFICE OF THE CLERK AND RECORDER, BOULDER COUNTY.

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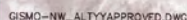
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THENCE SOUTH $89^{\circ} 56' 51''$ WEST 949.09 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID DILLON ROAD TO THE POINT OF BEGINNING.

REVISED FEBRUARY 11, 1994



- **10101 Dillon Road–Preliminary Plat, Resolution 22, Series 2015:** A resolution recommending approval of a request for a preliminary subdivision plat of approximately 33.12 acres into one 30.11 acre lot (Lot 1), and one 3.01 acre tract (Tract A).
 - Applicant: Etkin Johnson
 - Representative: Rickard Lopez, special trustee
 - Owner: Hoyle Family
 - Case Manager: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:

Moline says he works for Boulder County Parks and Open Space. Since this is mentioned as one of the items this project will be subject to, I feel I should have disclosed it earlier.

Pritchard does not feel his association with Boulder County Open Space would disqualify him.

Public Notice Certification:

Published in the Boulder Daily Camera on June 21, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building, and mailed to surrounding property owners on June 19, 2015.

Staff Report of Facts and Issues:

McCartney presented from Power Point:

- This is a request to initialize this project. This is the Hoyle property which went through an annexation and rezoning some time ago. It is moving forward to the development phase.
- Location of property is on Dillon Road between Pierce Avenue and CTC Blvd. It is on the north side of Dillon Road.
- First phase: preliminary plat requesting most of the property as Lot 1 measuring 30.11 acres and Tract A measuring 3.01 acres. Tract A will eventually be used for the detention of the site since it drains that way.
- There are existing structures on the property which have gone through the Historic Preservation Committee (HPC) process as a demolition request. The request had a stay on it and the stay has expired. The structures can be removed. The HPC has requested that Staff perform an architectural survey. This has nothing to do with the request before the PC tonight.
- The Open Space Fund will be triggered on this property. During the discussion through annexation, there was an Open Space Fund required at the time of development that fund go into an overall open space fund. It will be handled at the time of subdivision and final plat, and not at the time of preliminary plat.
- There will be a public land dedication required handled at final plat.
- In the LMC, Sections 16.12.110.C, 16.16.010, and 16.16.060, all have the criteria reviewed for lot size, compatibility with zone district to be located within, and public land dedication requirements. All applicable criteria have been met.

Staff Recommendations:

Staff recommends Planning Commission move to approve Resolution No. 22, Series 2015, a resolution recommending approval of a request for a preliminary subdivision plat of approximately 33.12 acres into on 30.11 acre lot (Lot 1) and one 3.01 acre tract (Tract A), without conditions.

Commission Questions of Staff:

None.

Applicant Presentation:

Jim Vasbinder, Etkin Johnson Real Estate Group, 1512 Larimer Street, Suite 325, Denver, CO

The Hoyle Property is under contract to purchase. This is our first step in the PUD and platting process. We have submitted, but not part of this review, a PUD for this property to the City last week. Our intent is to create a supplemental area to the Colorado Tech Center (CTC) which we have been heavily developing over the last 20 years. Activity has picked over the last 3-5 years. This gives us the opportunity to build up to approximately 450,000 sf of our type of project, industrial/commercial types of buildings. We have done a substantial amount of due diligence. This creates one large lot and then the tract at the northeast corner. When you see what we have now submitted to the City, you will see that Lot 1 can stay as Lot 1, and we build one very large building which would be one of the largest buildings in the northwest part of the metropolitan area. Or, we can subdivide it into three lots and create a street right-of-way in the middle and we would build what we typically been doing in CTC in the 100,000 to 150,000 sf type structure. In all of the instances, Tract A stays as it would exist under this layout in the preliminary plat for water quality and detention. We are fully aware of the obligations this property has both as part of the annexation and the zoning efforts that the Hoyle Family and Mr. Lopez were successful in obtaining over the last few years. We will also have this property annexed into the metropolitan district as it relates to services and obligations. In the future as part of the development, we will complete the widening of Dillon Road on the north side to connect Pierce and CTC Blvd. We are fully prepared to install a traffic signal at the main entrance into the 33 acre parcel.

Commission Questions of Applicant:

Russell says this is described as a supplemental area to the CTC. What does that mean? Vasbinder says we are running out of land. This property will be subject both to industrial guidelines of the City and the covenants and controls of CTC and our association there.

Rice says what you are envisioning is you are going to integrate this into the CTC. Vasbinder says it is going to be similar but separate. It will not have a direct connection from the 33 acres into the CTC per se. We are calling this Louisville Corporate Campus at CTC. We have been blessed with a substantial amount of activity at CTC over the recent past. The last three buildings we have completed have leased before we had them under roof. We have another building under construction at 1960 Cherry. We have a letter of intent for that building. We have just submitted for PUD at CTC called 2000 Taylor which has a large stockpile of fill dirt there currently. We have interest in that 122,000 sf building. There is a very good group of tenants and companies with great backgrounds in manufacturing and different types of businesses with great employees that have found Louisville to be a positive place to "drive a stake". We want to continue that activity with this 33 acre piece.

Public Comment:

None.

Summary and request by Staff and Applicant:

Staff recommends approval.

Closed Public Hearing and discussion by Commission:

Brauneis says there are historical issues related to the property. It will not be discussed tonight but it is something to be aware of.

Russell says I have an issue with the expanding nature of that development which is phenomenal and the consumption of agricultural. I do think down the road it will be interesting

to have a discussion about 500,000 sf of manufacturing out there, what is the impact on transportation infrastructure? It will be significant. This is independent of whatever arrangements and access we have made for CTC. I am supportive of this and I think it is a great project. I think this group does great work. It is important for the community and we will need to be mindful in the future.

Pritchard says this is something Staff has been working on with the various authorities. That conversation will continue to progress especially with the development and popularity of the CTC.

Motion made by Russell to approve Resolution No. 22, Series 2015, seconded by Moline. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Cary Tengler	N/A
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	Yes
Motion passed/failed:	Pass

Motion passes 6-0.

SUBJECT: RESOLUTION NO. 55, SERIES 2015 – A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
BOULDER COUNTY CONCERNING THE CITY'S USE OF THE
BOULDER COUNTY SHERIFF'S COMMUNICATIONS CENTER

DATE: AUGUST 18, 2015

PRESENTED BY: DAVE HAYES, POLICE DEPARTMENT

SUMMARY:

For the past several years, the City of Louisville has paid the Boulder County Sheriff's Department for dispatching services for its police and code enforcement officers.

City staff worked with the Boulder County Sheriff's Department to create a 5-year Intergovernmental Agreement for Service Level and Funding Agreement for User Law Enforcement Agencies. This Agreement clarifies the service to be provided and contains costs.

Cost for 2016 is a modest increase over 2015, no cost increase in 2017 and modest increases for years 2018-2020. Agreement is subject to annual appropriation, and may be cancelled by either the City of Louisville or Boulder County with 180 days' notice.

FISCAL IMPACT:

Cost for this service is budgeted in the City's General Fund, with a 2016 cost of \$296,277. Total: \$296,277.

RECOMMENDATION:

Staff recommends City Council approve this Agreement.

ATTACHMENTS:

1. Resolution No. 55, Series 2015
2. Intergovernmental Agreement-Service Level and Funding Agreement for User Law Enforcement Agencies
3. Service Fee Agreement

**RESOLUTION NO. 55
SERIES 2014**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY CONCERNING THE CITY'S USE OF THE BOULDER COUNTY SHERIFF'S COMMUNICATIONS CENTER

WHEREAS, Boulder County operates a Communications Center for 911 and non-emergency calls for law enforcement, fire, and emergency medical services in Boulder County, and which has the capacity to assist other jurisdictions within the County; and

WHEREAS, an Intergovernmental Agreement has been proposed between the City and County authorizing the City to utilize the services of the Communications Center for the answering of emergency and non-emergency public safety calls, the dispatching of its Police Department to those calls, and the routine tracking and recording of officer activity, subject to payment of a service fee; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to state law, including but not limited to C.R.S. § 29-1-201 et seq., and the City Council by this Resolution desires to approve said Intergovernmental Agreement and authorize its execution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The Proposed Intergovernmental Agreement between the City of Louisville and the County of Boulder concerning the City's use of the Boulder County Sheriff's Communications Center ("the IGA"), is hereby approved in essentially the same form as the copy of such IGA accompanying this Resolution.

2. The Mayor is authorized to execute the IGA on behalf of the City, except that the Mayor is hereby further granted authority to negotiate and approve such revisions to said IGA as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the IGA are not altered.

3. The Mayor, Chief of Police, City Clerk and City staff are hereby authorized to execute all documents and do all other things necessary on behalf of the City to perform the obligations of the City under the IGA.

4. The City's payment obligations under the IGA are current expenditures of the City, payable in the fiscal year for which funds are appropriated for the payment thereof. The City's obligations under the IGA shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

INTERGOVERNMENTAL AGREEMENT

SERVICE LEVEL AND FUNDING AGREEMENT FOR USER LAW ENFORCEMENT AGENCIES

BOULDER COUNTY SHERIFF'S COMMUNICATIONS CENTER

Recitals:

1. Sections 29-1-203, and 30-11-410, C.R.S. allow local governments to enter into agreements for the provision of services within each other's jurisdiction.
2. The Boulder County Sheriff's Office operates a Communications Center which serves as a Public Safety Answering Point for 911 and non-emergency calls for law enforcement, fire, and emergency medical services in Boulder County, and which has the capacity to assist other jurisdictions within the County.
3. The City of Louisville, Colorado (AGENCY) wishes to utilize the services of the County of Boulder, by and through the Boulder County Sheriff's Office Communications Center (BCCC) for the answering of emergency and non-emergency public safety calls, the dispatching of its police department to those calls, and the routine tracking and recording of officer activity.
4. Boulder County agrees to provide police dispatching services to the AGENCY in accordance with the service agreement provisions herein contained. The AGENCY agrees to help support the ongoing operational costs of the BCCC, subject to annual appropriation and payment of service fees as negotiated and agreed to in the attached ***Service Fee Agreement***. (See Attachment A)

Service Agreements:

1. BCCC will answer emergency as well as non-emergency calls for service 24 hours a day, seven days per week, and dispatch those calls within agreed upon time limits, based on the priority level of the call (**See Attachment B**).
2. BCCC will accept public calls from transferred office lines, (one per agency), during non-business hours, or upon special request.
3. BCCC will act as the NCIC/CCIC Terminal Guard during non-business hours, or upon special request, according to the rules established by the Colorado Bureau of Investigation (**See Attachment C** for BCCC and AGENCY responsibilities).
4. BCCC will provide a primary law enforcement dispatcher for dispatching calls and tracking officer activity. In addition, when practical, BCCC will provide a data dispatcher for NCIC/CCIC, DMV access as well as routine business and support requests, (towing, street maintenance, etc.). The AGENCY will have access to and use of each radio channel/frequency commonly known as the primary and tactical channels. In addition, BCCC will provide radio channel/frequency access to other law enforcement agencies that may provide direct assistance for the AGENCY to be used during an incident within the AGENCY's law enforcement jurisdiction.
5. An additional dedicated channel and dispatcher may be made available with advance notice for special events within the law enforcement jurisdiction of the AGENCY, with the agreement that the Sheriff's Office will be reimbursed for the cost of that dispatcher. During emergency events, a second channel and dedicated dispatcher may be made available upon request if BCCC staffing

allows, and/or by temporarily closing the data channel. (There is no charge for the short term emergency use of a second dispatcher and dedicated alternate channel).

6. The AGENCY will appoint a CAD liaison officer or employee. BCCC will provide training and query access to the CAD reporting system; utilizing BRETSA funded First Watch Triggers, for the query of information, the retrieval of data, and the making of reports pertinent to the AGENCY. BCCC will assist with these requests as well as whenever a CAD liaison is not available or unable to access the information requested from the CAD system.
7. BCCC will provide statistical reports from the VIPER 9-1-1 telephone system for the AGENCY as needed.
8. BCCC and the AGENCY will participate in a Communication Center Users Group. The AGENCY will appoint a user representative to meet regularly with administrative and supervisory staff from BCCC, to identify issues and work toward mutually acceptable resolution of those issues or concerns.
9. The Agency Chiefs, the Sheriff, the Communications Center Director, and the Sheriff's Office Support Services Division Chief shall meet at least twice annually as the Communications Center Policy Advisory Group. The Policy Advisory Group may discuss and provide input on any issue regarding the performance of the Communication Center, its personnel, policies, protocols, equipment, training, etc. Members of the advisory group may request information regarding training, finance, equipment performance and replacement, CAD reports or data, etc. and such requests shall not be unreasonably withheld.

The goal of the Policy Advisory Group is to collaborate and agree on major policies, practices or technology changes which would adversely affect agency budgets. The Sheriff's Office will strive to gain agreement of the law enforcement agencies prior to making major changes. The Policy Advisory Group will strive to maintain interoperable radio communication systems in Boulder County.

10. The Sheriff's Office Technical Team will provide one annual fleet and/or portable radio system programming or re-programming for either VHF or 700/800 MHz at no additional cost to the AGENCY (as long as the system and technical access requested for programming or re-programming is available to the Sheriff's Office).
11. The Sheriff's Office will provide pager system access and use, as well as pager programming at no additional cost to the AGENCY.
12. The AGENCY will be considered the "Custodian of Record" regarding any audio recording of radio or telephone conversations that is recorded by BCCC that pertains to the AGENCY within the AGENCY's law enforcement jurisdiction. BCCC shall provide an electronic copy of audio recordings of any radio or telephone conversations, pertaining to the AGENCY, within 3 business days for routine requests or within 2 business days for an exigent request, at no additional cost.
13. This agreement may be cancelled by either party, without cause, by giving the other party written notice at least 180 days prior to the date of the termination.
14. BCCC shall procure and maintain commercial general liability insurance or maintain self-insurance adequate to cover the liability and other risks to which it may be exposed as a result of the services provided pursuant to this Agreement.

15. Each party to this Agreement shall be an independent contractor, and neither party nor such party's agents, officers, officials, and employees shall be deemed to be an agent of the other party. BCCC and AGENCY are each responsible for their own negligence and that of their agents, officers, officials and employees to the extent provided in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended from time to time. Neither BCCC nor the AGENCY waives or intends to waive by any provision of this Agreement the limitations on liability or other protections which may be available to BCCC nor the AGENCY, and their respective employees under the Colorado Governmental Immunity Act or other state or federal law, as amended from time to time, as respects claims of any third parties.
16. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the BCCC or AGENCY within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the BCCC's and AGENCY'S obligations hereunder are expressly conditional upon annual appropriation. In the event of non-appropriation by a party, the other party shall have the right to terminate its participation in the Agreement. Any decision to not appropriate funds shall be without penalty or liability but the non-appropriating party shall remain responsible for previously incurred liabilities and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
17. Nothing in this Agreement is intended or shall be construed to create a joint venture between the AGENCY and BCCC, and neither party shall be liable or responsible for any debt or obligation of the other. Neither party shall assign or delegate this Agreement or any portion thereof without the other party's prior written consent.
18. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the AGENCY and BCCC that there are no third party beneficiaries of this Agreement.
19. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last written below.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER

ATTEST: _____
Administrative Assistant
Clerk to the Board of
Commissioners

By: _____
Chair, Board of County Commissioners

Date _____

BOULDER COUNTY SHERIFF'S OFFICE

By: _____
Joseph K. Pelle, Sheriff

Date_____

CITY OF LOUISVILLE

ATTEST: _____
Nancy Varra, City Clerk

By: _____
Robert P. Muckle, Mayor

Date_____

ATTACHMENT A

SERVICE FEE AGREEMENT

This Service Fee Agreement dated _____ between Boulder County and the City of Louisville is an attachment to the *Intergovernmental Agreement; Service Level and Funding Agreements for User Law Enforcement Agencies* dated _____, and establishes the City of Louisville's annual contribution to the operating costs of the Boulder County Sheriff's Office Communications Center, as described in the IGA. The fees are based upon historic usage and financial contributions, and are agreed to as follows:

The City of Louisville agrees to pay Boulder County **\$296,277.00** for dispatch services for the calendar year **2016**, paid in quarterly installments. This agreement may be renewed annually for up to five years. The foregoing fee shall not increase for the calendar year 2017. For each year thereafter, there will be a 1.5% annual increase.

This Service Fee Agreement is subject to appropriation and all the clauses and conditions contained in the Intergovernmental Agreement.

David D. Hayes, Chief of Police

Date

Robert P. Muckle, Mayor

Date

ATTEST:

Nancy Varra, City Clerk

Date

Sheriff

Date

**SUBJECT: AUTHORIZE EXECUTION OF ENGAGEMENT LETTER FOR
AUDITING SERVICES WITH EIDE BAILLY, LLC**

DATE: AUGUST 18, 2015

PRESENTED BY: KEVIN WATSON, FINANCE DEPARTMENT

SUMMARY:

On September 16, 2008, the City Council awarded a bid for professional auditing services to Eide Bailly, LLC. The award of bid was based on the following five-year cost proposal:

Audit Year	Audit Fees	Admin Fees	All-Inclusive Cost
2008	\$22,500	\$1,200	\$23,700
2009	\$23,625	\$1,300	\$24,925
2010	\$24,800	\$1,400	\$26,200
2011	\$26,000	\$1,500	\$27,500
2012	\$26,000	\$1,500	\$27,500

A-133 Federal Compliance Auditing (Single Audit) was bid at \$8,000 per program in 2008 and subject to annual negotiation thereafter.

On April 15, 2013, the Finance Committee approved an extension of the contract with Eide Bailly for two additional years based on the negotiated fees shown below.

Audit Year	Audit Fees	Admin Fees	All-Inclusive Cost
2013	\$27,000	\$1,600	\$28,600
2014	\$27,500	\$1,600	\$29,100

A-133 Federal Compliance Auditing was proposed at \$8,500 per program for both years.

The City Council approved the subsequent engagement letters on August 20, 2013 and September 16, 2014.

SUBJECT: AUTHORIZE EXECUTION OF ENGAGEMENT LETTER FOR AUDITING SERVICES WITH EIDE BAILLY, LLC

PAGE 2 OF 2

DATE: AUGUST 18, 2015

On June 29, 2015, the Finance Committee approved an additional extension of the contract with Eide Bailly for two years based on the negotiated fees shown below.

Audit Year	Audit Fees	Admin Fees	All-Inclusive Cost
2015	\$29,000	\$1,600	\$30,600
2016	\$30,500	\$1,600	\$32,100

A-133 Federal Compliance Auditing is proposed at \$9,000 per program for both years.

Attached is a proposed engagement letter for the 2015 financial statement audit.

FISCAL IMPACT:

In compliance with recent negotiations, the proposed engagement letter contains a total all-inclusive price of \$30,600. The A-133 Federal Compliance Auditing is proposed at \$9,000 per program, bringing the total fees to \$39,600 (assuming one A-133 program). Due to the level of federal assistance expected to be received by the City, staff expect at least one A-133 program for both 2015 and 2016. These audit fees will be distributed to the City's largest operating funds – the General Fund and the Utility Funds.

RECOMMENDATION:

Staff recommends the Council authorize the execution of an engagement letter for professional auditing services with Eide Bailly, LLC.

ATTACHMENT(S):

1. Proposed Engagement Letter dated July 24, 2015



CPAs & BUSINESS ADVISORS

July 24, 2015

Honorable Mayor and Members of the City Council
City of Louisville
749 Main Street
Louisville, CO 80027

We are pleased to confirm our understanding of the services we are to provide to the City of Louisville, Colorado (the "City") for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Louisville, Colorado as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Notes to Required Supplemental Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining schedules and individual funds
- 3) Supporting schedules
- 4) Local highway user report

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in December 2015 with final fieldwork in April 2016 and to issue our reports no later than June 30, 2015. David A. DeZutter is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be based on the value we provide the City of Louisville and our standard hourly rates as follows:

December 31, 2015 financial statement audit	\$29,000
GASB 34 Financial Statement Preparation	City Staff or Consultant
Single Audit - \$9,000 per program, estimate one program	\$9,000
Other consulting, if requested	\$185-290/hour
Administrative fees and out of pocket expenses	\$1,600

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Denver, Colorado.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees (collectively "Eide Bailly"), against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

We appreciate the opportunity to be of service to the City of Louisville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EIDE BAILLY LLP



David A. DeZutter, Partner

ACCEPTED BY *THE CITY OF LOUISVILLE, COLORADO*

Mayor

Date

System Review Report

To the Partners of Eide Bailly LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eide Bailly LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Eide Bailly LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Eide Bailly LLP has received a peer review rating of *pass*.



Cherry Bekaert LLP
December 12, 2014

SUBJECT: APPROVE RESCHEDULING OF SEPTEMBER 22, 2015 TO
SEPTEMBER 21, 2015

DATE: AUGUST 18, 2015

PRESENTED BY: CITY MANAGER'S OFFICE

SUMMARY:

In observance of Yom Kippur, staff requests rescheduling of the September 22, 2015 Study Session to September 21, 2015.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve request to reschedule Study Session to September 21, 2015 at 7:00 PM

ATTACHMENT(S):

None



City Manager's Report August 18, 2015

Planning and Building Safety Activity Report April - 2015

Planning Activity

The list represents projects within the various stages of the City's development approval, including: projects submitted to the Planning Division in referral; projects recommended by the Planning Commission; and those projects approved by City Council during the month. It is important to note approved projects may not be built. Approved Planned Unit Developments (PUDs) remain eligible for issuance of building permits for three years. Activity this month includes:

1. In Referral:

- 7 projects (51 residential units and 70,470sf of non-residential)

2. Recommended by Planning Commission:

3. Approved by City Council:

2 projects: 48-bed Physical Rehabilitation Center; Expansion of water treatment plant Sludge beds. 1 continuation.

Planning Summary – April 2015					
Name	Description	Rezoning	Plat and/or PUD		Special Review Use
			Preliminary	Final	
Downtown / Old Town					
1240 LaFarge	Minor Subdivision			S	
Grain Elevator	PUD/SRU for 27,000 SF non-residential		CC	S	S
South Boulder Road					
BCHA Plat/PPUD	Plat/PUD for 231 units and 18,404 sf		S		
Colorado Tech Center					
10101 Dillon	Preliminary Plat 33.12 acres		S		
Centennial Valley					
Howard Berry SRU	SRU Sludge beds for City’s south waterplant	CC			CC
Physicians Dv. Group	48 bed skilled rehabilitation facility			CC	
480 W. Dahila	a PUD amendment to add a 698 sf			S	
McCaslin Market	a PUD to add 12,772 SF single story building			S	
Place	with retail, and restaurant space.				
Revitalization District					
Coal Creek	51 TH/Dplx Units, 30,000 sf Retail	CC	CC	S-Hold	
DELO Plaza	23,000 sf Retail			PC Denied	
North McCaslin					
Gateway PUD Amend	Change floor restriction, not hieght restriction			CC Cont.	

New; S – Submitted; PC – Planning Commission Recommendation; CC – City Council Approval

Development Activity

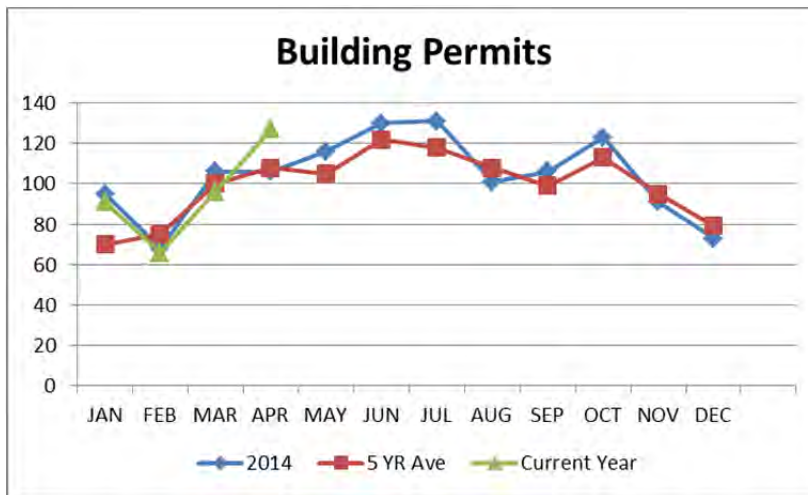
The status of approved projects is listed below.

Development Summary – April 2015									
Name	Approved			Permits Issued			Remaining		
	Res. (Units)	Non-Res.		Res. (Units)	Non-Res.		Res. (Units)	Non-Res.	
		SF	Use		SF	Use		SF	Use
ACTIVE PUD (PERMITS ISSUED)									
North End Phase 2 – PA#2 / #3	122	-	-	4	-	-	84	-	-
South Boulder Road Center Court	111	32,000	Retail	-	-	-	111	-	-
Downtown / Old Town Scrapes	-	-	-	1	-	-	-	-	-
927 Main Street	2	-	-	-	-	-	2	-	-
Hutchinson Corner	6	-	-	2	-	-	4	-	-
Copper Hill Subdivision Copper Hill	9	-	-	-	-	-	1	-	-
Redevelopment District Delo – Phase 1/1A	55	1,000	Office	-	-	-	50	1,000	Office
Sub-Total	305	33,000	Retail	7	-	-	252	1,000	Office
INACTIVE PUD (NO PERMITS ISSUED)									
Colorado Tech Center Howard Berry	2 Sludge Beds								
Physicians Dv. Group Colorado Tech Center		48-Beds	Rehab						
Boulder Amplifiers	-	23,000	Flex						
North End Phase 1 - Block 10	84	-	-						
Phase 2 - PA#1	21(+17*)	65,000	Com						
Downtown / Old Town 931 Main Street	-	2,200	Office						
Steel Ranch Lanterns	24								
Redevelopment District DELO Phase 2	135	31,066	Com/ Off						
Sub-Total	264(+17)*	121,266 48-beds	Mix						

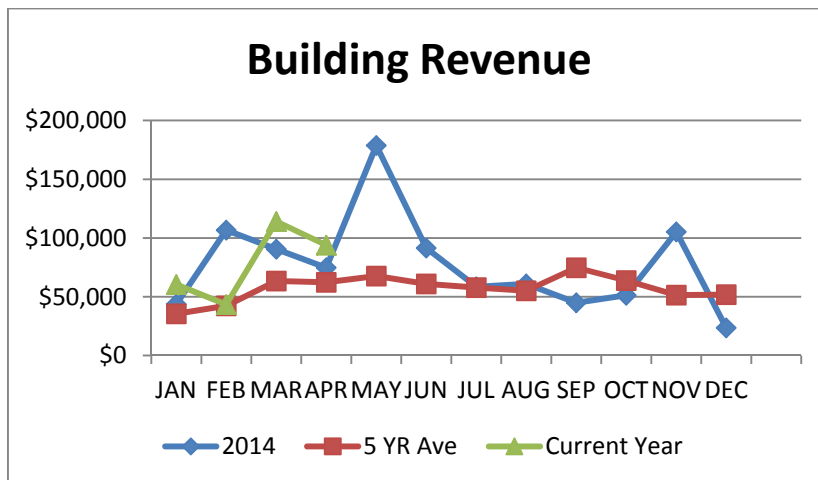
* denotes a difference between the GDP and PUD

Construction Activity

Current building revenues are illustrated with the following information.



Summary by Month for Previous Year		
Previous Year 2014		
Month	Permits	Revenues
JAN	95	\$43,676
FEB	68	\$106,742
MAR	106	\$90,464
APR	106	\$74,732
MAY	116	\$178,765
JUN	130	\$91,403
JUL	131	\$58,554
AUG	101	\$61,003
SEP	106	\$44,868
OCT	123	\$51,294
NOV	91	\$105,160
DEC	73	\$23,513



Summary by Month for Last 5 years		
5 Year Average thru 2014		
Month	Avg Permit	Avg Rev
JAN	70	\$35,557
FEB	75	\$42,262
MAR	100	\$63,410
APR	108	\$62,280
MAY	105	\$67,677
JUN	122	\$60,902
JUL	118	\$57,851
AUG	108	\$55,136
SEP	99	\$74,680
OCT	113	\$63,857
NOV	95	\$51,455
DEC	79	\$51,893

BUILDING PERMITS – BY PERMIT TYPE

APR 2015	Monthly					
	Current Month		Last Year Month		5 year Avg for APR	
	APR 2015		APR 2015			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	0	\$ -	0	\$ -	0.2	\$ 4,428
Tenant Finish Comm	8	\$ 24,714	5	\$ 10,636	3.7	\$ 9,701
New Residential (SFD)	6	\$ 30,344	3	\$ 12,792	2.4	\$ 8,764
Scrapes and Rebuilds	1	\$ 5,124	1	\$ 6,248	0.2	\$ 1,250
Alteration/Addition to Res	14	\$ 19,155	17	\$ 17,906	5.7	\$ 5,163
Duplex	0	\$ -	0	\$ -	0	\$ -
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	0	\$ -	6	\$ 15,665	1.2	\$ 3,133
Multifamily (Apartments)	0	\$ -	0	\$ -	0	\$ -
Demo Residential	1	\$ 50	2	\$ 100	2	\$ 110
Demo Commercial	0	\$ -	0	\$ -	0.4	\$ 20
Minor and Trade	97	\$ 14,457	72	\$ 11,386	80.8	\$ 14,048
TOTALS	127	\$ 93,844	106	\$ 74,733	97	\$ 46,617

BUILDING REVENUES – BY PERMIT TYPE

APR 2015	Yearly					
	Current YTD		Previous YTD		5 Year Avg YTD	
	APR 2015		APR 2015			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	1	\$ 32,472	1	\$ 31,217	1	\$ 30,685
Tenant Finish Comm	31	\$ 83,087	30	\$ 82,493	5.1	\$ 12,124
New Residential (SFD)	10	\$ 49,959	9	\$ 39,225	14.6	\$ 45,106
Scrapes and Rebuilds	2	\$ 11,788	2	\$ 14,858	0.3	\$ 2,106
Alteration/Addition to Res	58	\$ 62,369	51	\$ 62,438	21.6	\$ 20,211
Duplex	0	\$ -	0	\$ -	0.2	\$ 248
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	10	\$ 21,543	18	\$ 47,062	3.1	\$ 7,920
Multifamily (Apartments)	2	\$ 7,252	0	\$ -	0.6	\$ 12,174
Demo Residential	6	\$ 300	16	\$ 850	4.2	\$ 215
Demo Commercial	1	\$ 50	1	\$ 50	0.5	\$ 23
Minor and Trade	127	\$ 93,845	247	\$ 37,423	394.6	\$ 39,804
TOTALS	248	\$ 362,665	375	\$ 315,616	445.8	\$ 170,616

Planning and Building Safety Activity Report May - 2015

Planning Activity

The list represents projects within the various stages of the City's development approval, including: projects submitted to the Planning Division in referral; projects recommended by the Planning Commission; and those projects approved by City Council during the month. It is important to note approved projects may not be built. Approved Planned Unit Developments (PUDs) remain eligible for issuance of building permits for three years. Activity this month includes:

1. In Referral:

- 6 projects (51 residential units and 133,649sf of non-residential)

2. Recommended by Planning Commission:

- 2 projects (231 residential units and 19,102sf of non-residential)

3. Approved by City Council:

- 2 projects: 27,000sf Grain Elevator; 1 continuation. 1 denial.

Planning Summary – May 2015					
Name	Description	Rezoning	Plat and/or PUD		Special Review Use
			Preliminary	Final	
Downtown / Old Town					
Community Gardens	SRU				S
1240 LaFarge	Minor Subdivision			S	
Grain Elevator	PUD/SRU for 27,000 SF non-residential		CC	CC	CC
South Boulder Road					
BCHA Plat/PPUD	Plat/PUD for 231 units and 18,404 sf		PC		
Colorado Tech Center					
2000 Taylor	GDP/PUD 120,877 sf flex space		S		
10101 Dillon	Preliminary Plat 33.12 acres		S		
Centennial Valley					
480 W. Dahila	a PUD amendment to add a 698 sf			PC	
McCaslin Market Place	a PUD to add 12,772 SF single story building with retail, and restaurant space.			S	
Revitalization District					
Coal Creek	51 TH/Dplx Units, 30,000 sf Retail	CC	CC	S-Hold	
DELO Plaza	23,000 sf Retail			CC Cont.	
North McCaslin					
Gateway PUD Amend	Change floor restriction, not hieght restriction			CC Denial	

New; S – Submitted; PC – Planning Commission Recommendation; CC – City Council Approval

Development Activity

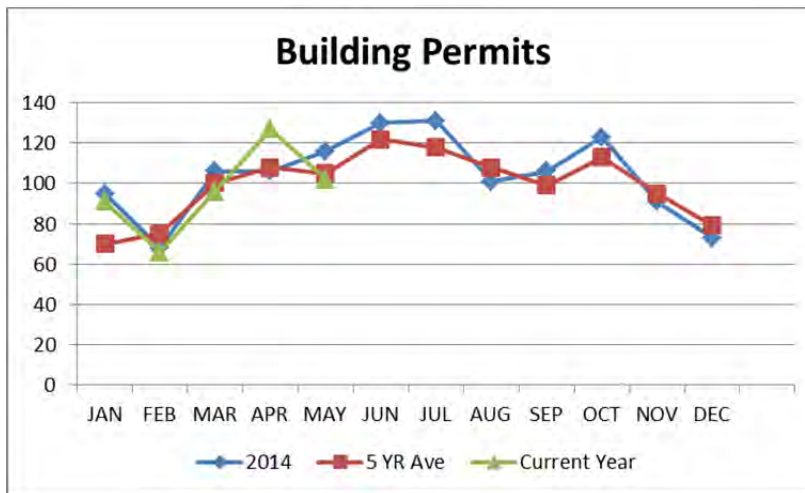
The status of approved projects is listed below.

Development Summary – May 2015									
Name	Approved			Permits Issued			Remaining		
	Res. (Units)	Non-Res.		Res. (Units)	Non-Res.		Res. (Units)	Non-Res.	
		SF	Use		SF	Use		SF	Use
ACTIVE PUD (PERMITS ISSUED)									
North End Phase 2 – PA#2 / #3	122	-	-	1	-	-	83	-	-
South Boulder Road Center Court	111	32,000	Retail	-	-	-	111	-	-
Downtown / Old Town Scrapes	-	-	-	-	-	-	-	-	-
927 Main Street	2	-	-	-	-	-	2	-	-
Hutchinson Corner	6	-	-	-	-	-	4	-	-
Copper Hill Subdivision Copper Hill	9	-	-	-	-	-	1	-	-
Redevelopment District Delo – Phase 1/1A	55	1,000	Office	5	-	-	45	1,000	Office
Sub-Total	305	33,000	Retail	6	-	-	246	1,000	Office
INACTIVE PUD (NO PERMITS ISSUED)									
Colorado Tech Center Howard Berry	2 Sludge Beds								
Physicians Dv. Group Colorado Tech Center		48-Beds	Rehab						
Boulder Amplifiers North End	-	23,000	Flex						
Phase 1 - Block 10	84	-	-						
Phase 2 - PA#1	21(+17*)	65,000	Com						
Downtown / Old Town Grain Elevator	-	27,000	Office						
931 Main Street	-	2,200	Office						
Steel Ranch Lanterns	24								
Redevelopment District DELO Phase 2	135	31,066	Com/ Off						
Sub-Total	264(+17)*	148,266 48-beds	Mix						

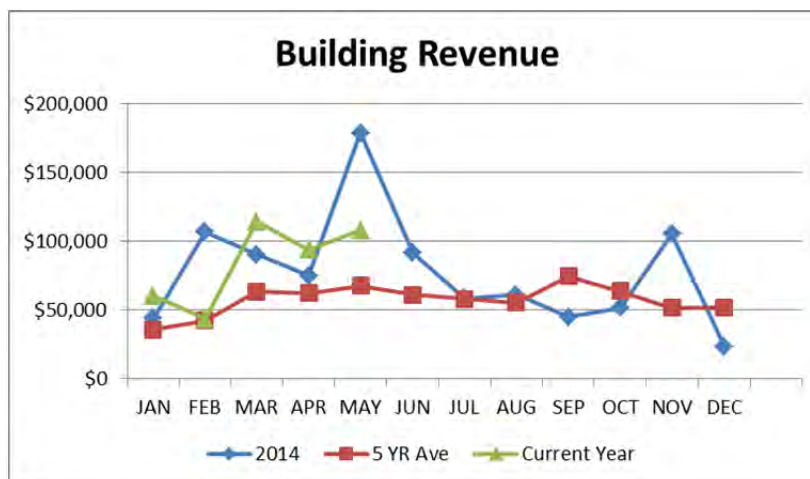
* denotes a difference between the GDP and PUD

Construction Activity

Current building revenues are illustrated with the following information.



Summary by Month for Previous Year		
Previous Year 2014		
Month	Permits	Revenues
JAN	95	\$43,676
FEB	68	\$106,742
MAR	106	\$90,464
APR	106	\$74,732
MAY	116	\$178,765
JUN	130	\$91,403
JUL	131	\$58,554
AUG	101	\$61,003
SEP	106	\$44,868
OCT	123	\$51,294
NOV	91	\$105,160
DEC	73	\$23,513



Summary by Month for Last 5 years		
5 Year Average thru 2014		
Month	Avg Permit	Avg Rev
JAN	70	\$35,557
FEB	75	\$42,262
MAR	100	\$63,410
APR	108	\$62,280
MAY	105	\$67,677
JUN	122	\$60,902
JUL	118	\$57,851
AUG	108	\$55,136
SEP	99	\$74,680
OCT	113	\$63,857
NOV	95	\$51,455
DEC	79	\$51,893

BUILDING PERMITS – BY PERMIT TYPE

MAY 2015	Monthly					
	Current Month		Last Year Month		5 year Avg for MAY	
	MAY 2015		MAY 2015			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	1	\$ 4,384	1	\$ 58,909	0.2	\$ 11,782
Tenant Finish Comm	10	\$ 51,332	10	\$ 47,136	3.6	\$ 10,734
New Residential (SFD)	1	\$ 4,608	4	\$ 18,892	1.6	\$ 5,606
Scrapes and Rebuilds	0	\$ -	3	\$ 16,384	0.6	\$ 3,277
Alteration/Addition to Res	19	\$ 18,796	6	\$ 5,906	3.9	\$ 3,553
Duplex	0	\$ -	0	\$ -	0	\$ -
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	5	\$ 18,553	6	\$ 15,806	1.2	\$ 3,060
Multifamily (Apartments)	0	\$ -	0	\$ -	0	\$ -
Demo Residential	5	\$ 250	0	\$ -	0.4	\$ 20
Demo Commercial	0	\$ -	0	\$ -	0	\$ -
Minor and Trade	61	\$ 10,093	86	\$ 16,033	78.8	\$ 13,829
TOTALS	102	\$ 108,016	116	\$ 179,066	90	\$ 51,861

BUILDING REVENUES – BY PERMIT TYPE

MAY 2015	Yearly					
	Current YTD		Previous YTD		5 Year Avg YTD	
	MAY 2015		MAY 2015			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	2	\$ 36,856	2	\$ 59,126	0.6	\$ 21,233
Tenant Finish Comm	41	\$ 134,552	40	\$ 129,628	6.5	\$ 16,418
New Residential (SFD)	11	\$ 54,567	13	\$ 58,117	9.8	\$ 32,082
Scrapes and Rebuilds	2	\$ 11,788	5	\$ 31,241	0.8	\$ 4,630
Alteration/Addition to Res	77	\$ 83,378	57	\$ 68,344	27.3	\$ 24,654
Duplex	0	\$ -	0	\$ -	0.2	\$ 248
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	15	\$ 40,095	24	\$ 62,867	4.3	\$ 10,979
Multifamily (Apartments)	2	\$ 7,252	0	\$ -	0.6	\$ 12,174
Demo Residential	11	\$ 550	16	\$ 850	3	\$ 157
Demo Commercial	1	\$ 50	1	\$ 50	0.5	\$ 23
Minor and Trade	321	\$ 55,534	333	\$ 53,456	513	\$ 53,632
TOTALS	483	\$ 424,622	491	\$ 463,679	566.6	\$ 176,230

Planning and Building Safety Activity Report June - 2015

Planning Activity

The list represents projects within the various stages of the City's development approval, including: projects submitted to the Planning Division in referral; projects recommended by the Planning Commission; and those projects approved by City Council during the month. It is important to note approved projects may not be built. Approved Planned Unit Developments (PUDs) remain eligible for issuance of building permits for three years. Activity this month includes:

1. In Referral:

- 7 projects (84 residential units; 13 Live/work and 146,644sf of non-residential)

2. Recommended by Planning Commission:

- 2 projects (12,272sf of non-residential)

3. Approved by City Council:

- 1 project: 698sf Office; 1 continuation.

Planning Summary – June 2015					
Name	Description	Rezoning	Plat and/or PUD		Special Review Use
			Preliminary	Final	
Downtown / Old Town					
945 Front	a PUD for 2,995sf commercial addition			S	S
Community Gardens	SRU				
1240 LaFarge	Minor Subdivision			S	
South Boulder Road					
BCHA Plat/PPUD	Plat/PUD for 231 units and 18,404 sf		PC		
Colorado Tech Center					
2000 Taylor	GDP/PUD 120,877 sf flex space		S		
10101 Dillon	Preliminary Plat 33.12 acres		S		
Centennial Valley					
480 W. Dahila	a PUD amendment to add a 698 sf			CC	
McCasin Market	a PUD to add 12,772 SF single story building			PC	
Place	with retail, and restaurant space.				
Revitalization District					
DELO Flats	a Plat/PUD/SRU for 33 Apts, 13 Live/work, and 10,000 sf of Com.	S		S	S
Coal Creek	51 TH/Dplx Units, 30,000 sf Retail	CC	CC	S-Hold	
DELO Plaza	23,000 sf Retail			CC Cont.	
North McCasin					
Gateway PUD Amend	Change floor restriction, not hieght restriction			S/PC	

New; S – Submitted; PC – Planning Commission Recommendation; CC – City Council Approval

Development Activity

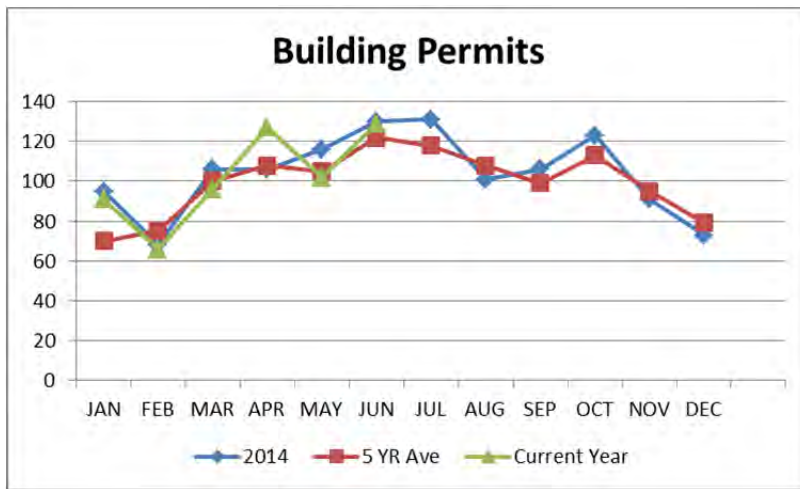
The status of approved projects is listed below.

Development Summary – June 2015									
Name	Approved			Permits Issued			Remaining		
	Res. (Units)	Non-Res.		Res. (Units)	Non-Res.		Res. (Units)	Non-Res.	
		SF	Use		SF	Use		SF	Use
ACTIVE PUD (PERMITS ISSUED)									
Centennial Valley Howard Berry		Issued	Utl.		-	-	-	-	-
North End Phase 2 – PA#2 / #3	122	-	-	1	-	-	82	-	-
South Boulder Road Center Court	111	32,000	Retail	-	-	-	111	-	-
Downtown / Old Town Scrapes	-	-	-	1	-	-	-	-	-
927 Main Street	2	-	-	-	-	-	2	-	-
Hutchinson Corner	6	-	-	1	-	-	3	-	-
Copper Hill Subdivision Copper Hill	9	-	-	-	-	-	1	-	-
Redevelopment District Delo – Phase 1/1A	55	1,000	Office	-	-	-	45	1,000	Office
Sub-Total	305	33,000	Retail	3	-	-	244	1,000	Office
INACTIVE PUD (NO PERMITS ISSUED)									
Centennial Valley 480 W. Dahila		698	Office						
Physicians Dv. Group		48-Beds	Rehab						
Colorado Tech Center Boulder Amplifiers	-	23,000	Flex						
North End Phase 1 - Block 10	84	-	-						
Phase 2 - PA#1	21(+17*)	65,000	Com						
Downtown / Old Town Grain Elevator	-	27,000	Office						
931 Main Street	-	2,200	Office						
Steel Ranch Lanterns	24								
Redevelopment District DELO Phase 2	135	31,066	Com/ Off						
Sub-Total	264(+17)*	148,266 48-beds	Mix						

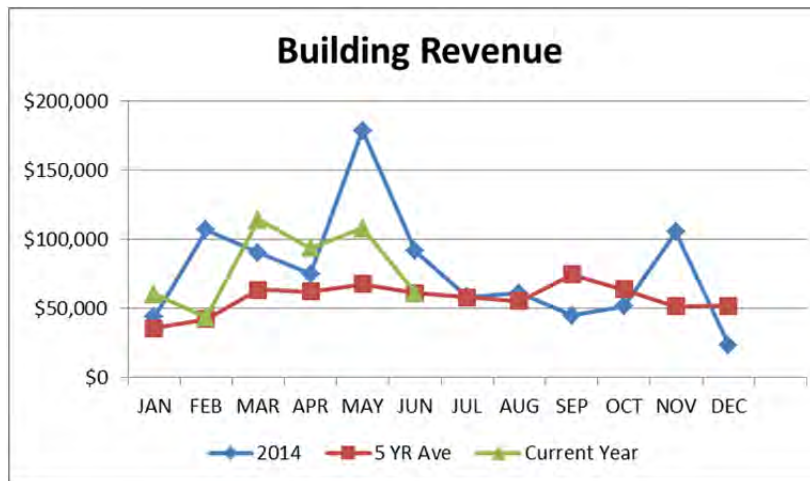
* denotes a difference between the GDP and PUD

Construction Activity

Current building revenues are illustrated with the following information.



Summary by Month for Previous Year		
Previous Year 2014		
Month	Permits	Revenues
JAN	95	\$43,676
FEB	68	\$106,742
MAR	106	\$90,464
APR	106	\$74,732
MAY	116	\$178,765
JUN	130	\$91,403
JUL	131	\$58,554
AUG	101	\$61,003
SEP	106	\$44,868
OCT	123	\$51,294
NOV	91	\$105,160
DEC	73	\$23,513



Summary by Month for Last 5 years		
5 Year Average thru 2014		
Month	Avg Permit	Avg Rev
JAN	70	\$35,557
FEB	75	\$42,262
MAR	100	\$63,410
APR	108	\$62,280
MAY	105	\$67,677
JUN	122	\$60,902
JUL	118	\$57,851
AUG	108	\$55,136
SEP	99	\$74,680
OCT	113	\$63,857
NOV	95	\$51,455
DEC	79	\$51,893

BUILDING PERMITS – BY PERMIT TYPE

JUNE 2015	Monthly					
	Current Month		Last Year Month		5 year Avg for JUNE	
	JUNE 2015		JUNE 2015			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	0	\$ -	0	\$ -	0.2	\$ 660
Tenant Finish Comm	7	\$ 13,440	10	\$ 34,787	3.9	\$ 9,516
New Residential (SFD)	2	\$ 9,922	2	\$ 11,854	1.6	\$ 6,517
Scrapes and Rebuilds	1	\$ 8,456	1	\$ 5,125	0.2	\$ 1,025
Alteration/Addition to Res	13	\$ 11,108	10	\$ 10,410	13.6	\$ 12,413
Duplex	0	\$ -	0	\$ -	0.6	\$ 2,199
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	1	\$ 4,350	6	\$ 15,665	1.2	\$ 3,133
Multifamily (Apartments)	0	\$ -	0	\$ -	0.2	\$ 4,123
Demo Residential	3	\$ 150	5	\$ 250	3	\$ 150
Demo Commercial	0	\$ -	0	\$ -	0.2	\$ 10
Minor and Trade	102	\$ 13,828	96	\$ 13,311	90.4	\$ 14,358
TOTALS	129	\$ 61,254	130	\$ 91,402	115	\$ 54,104

BUILDING REVENUES – BY PERMIT TYPE

JUNE 2015	Yearly					
	Current YTD		Previous YTD		5 Year Avg YTD	
	JUNE 2015		JUNE 2014			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	2	\$ 36,856	2	\$ 90,126	0.53	\$ 14,595
Tenant Finish Comm	48	\$ 148,133	50	\$ 164,416	8.1	\$ 20,224
New Residential (SFD)	13	\$ 64,489	15	\$ 69,971	11.4	\$ 38,599
Scrapes and Rebuilds	3	\$ 20,244	6	\$ 36,366	0.9	\$ 5,142
Alteration/Addition to Res	90	\$ 94,627	67	\$ 78,754	35.1	\$ 31,902
Duplex	0	\$ -	0	\$ -	0.8	\$ 2,447
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	16	\$ 44,445	30	\$ 78,532	4.9	\$ 12,546
Multifamily (Apartments)	2	\$ 7,252	0	\$ -	0.8	\$ 16,297
Demo Residential	14	\$ 700	21	\$ 1,100	4.1	\$ 207
Demo Commercial	1	\$ 50	1	\$ 50	0.5	\$ 27
Minor and Trade	422	\$ 69,417	429	\$ 66,766	645.8	\$ 67,990
TOTALS	611	\$ 486,213	621	\$ 586,081	712.93	\$ 209,976

Planning and Building Safety Activity Report July - 2015

Planning Activity

The list represents projects within the various stages of the City's development approval, including: projects submitted to the Planning Division in referral; projects recommended by the Planning Commission; and those projects approved by City Council during the month. It is important to note approved projects may not be built. Approved Planned Unit Developments (PUDs) remain eligible for issuance of building permits for three years. Activity this month includes:

1. In Referral:

- 8 projects (84 residential units; 13 Live/work and 193,972sf of non-residential)

2. Recommended by Planning Commission:

2 projects: Preliminary Subdivision Plat and Minor Subdivision

3. Approved by City Council:

4 projects: 35,772sf of retail; 1 PUD amendment to allow a 2nd story to an approved residential unit; 1 preliminary PUD for 231 residential units and 18,404 sf of commercial.

Planning Summary – July 2015					
Name	Description	Rezoning	Plat and/or PUD		SRU
			Preliminary	Final	
Downtown / Old Town					
945 Front	a PUD for 2,995sf commercial addition			S	S
Community Gardens	SRU				
1240 LaFarge	Minor Subdivision			PC	
South Boulder Road					
BCHA Plat/PPUD	Plat/PUD for 231 units and 18,404 sf		CC		
Colorado Tech Center					
The Park	a PUD for 24,219sf Climbing Gym & 5,881sf Brew Pub			S	
Dillon Storage	a PUD for 76,250sf storage & 1,196sf off.			S	
2000 Taylor	GDP/PUD 120,877 sf flex space		S		
10101 Dillon	Preliminary Plat 33.12 acres		PC		
Centennial Valley					
Cinnabarre	a PUD Amendment for a larger sign			S	
McCaslin Market Place	a PUD to add 12,772 SF single story building with retail, and restaurant space.			CC	
Revitalization District					
DELO Flats	a Plat/PUD/SRU for 33 Apts, 13 Live/work, and 10,000 sf of Com.	S		S	S
Coal Creek	51 TH/Dplx Units, 30,000 sf Retail	CC	CC	S-Hold	
DELO Plaza	23,000 sf Retail			CC	
North McCaslin					
Gateway PUD Amend	Allows a 2 nd floor on a permitted SF unit			CC	

New; S – Submitted; PC – Planning Commission Recommendation; CC – City Council Approval

Development Activity

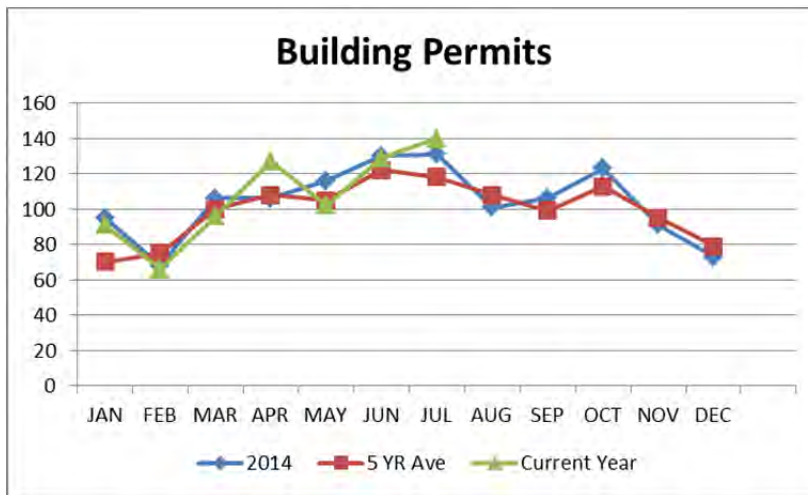
The status of approved projects is listed below.

Development Summary – July 2015									
Name	Approved			Permits Issued			Remaining		
	Res. (Units)	Non-Res.		Res. (Units)	Non-Res.		Res. (Units)	Non-Res.	
		SF	Use		SF	Use		SF	Use
ACTIVE PUD (PERMITS ISSUED)									
Colorado Tech Center	122	23,000	Flex	-	23,000	Flex	-	-	-
Boulder Amplifiers									
North End									
Phase 2 – PA#2 / #3	122	-	-	17	-	-	65	-	-
South Boulder Road	111	32,000	Retail	111	-	-	-	-	-
Center Court									
Downtown / Old Town									
Scrapes	-	-	-	3	-	-	-	-	-
927 Main Street	2	-	-	-	-	-	2	-	-
Hutchinson Corner	6	-	-	2	-	-	1	-	-
Copper Hill Subdivision	9	-	-	-	-	-	1	-	-
Copper Hill									
Steel Ranch									
Lanterns	24	-	-	2	-	-	22	-	-
Redevelopment District	55	1,000	Office	-	-	-	45	1,000	Office
Delo – Phase 1/1A									
Sub-Total		305	33,000	Retail	133	23,000	Flex	136	1,000
INACTIVE PUD (NO PERMITS ISSUED)									
Centennial Valley		698	Office						
480 W. Dahila									
Physicians Dv. Group									
McCaslin Market Place		48-Beds	Rehab						
North End	84	12,772	Retail						
Phase 1 - Block 10									
Phase 2 - PA#1									
Downtown / Old Town	21(+17*)	-	-						
Grain Elevator		65,000	Com						
931 Main Street	-								
Redevelopment District		27,000	Office						
DELO Phase 2		2,200	Office						
DELO Plaza	135	31,066	Com/ Off						
Sub-Total	240(+17)*	23,000	Retail						

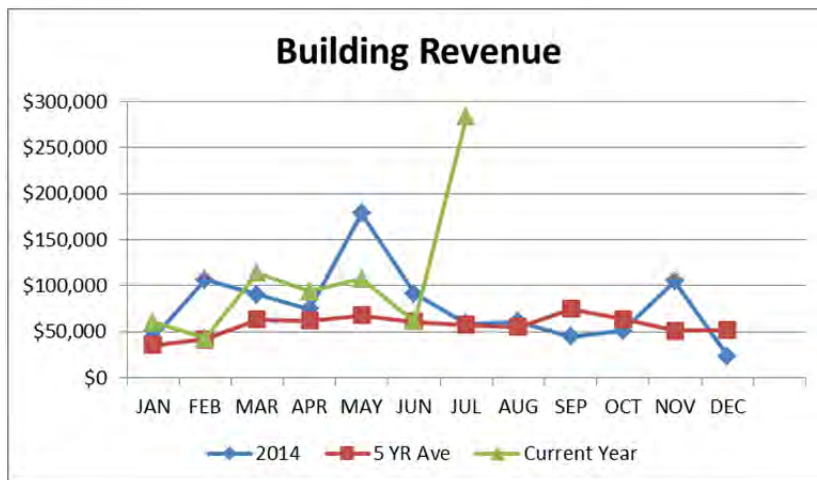
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SEP	106	\$44,868
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JUN	122	\$60,902
JUL	118	\$57,851
AUG	108	\$55,136
SEP	99	\$74,680
OCT	113	\$63,857
NOV	95	\$51,455
DEC	79	\$51,893

BUILDING PERMITS – BY PERMIT TYPE

JULY 2015	Monthly					
	Current Month		Last Year Month		5 year Avg for JULY	
	JULY 2015		JULY 2014			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	1	\$ 32,800	0	\$ -	0.2	\$ 3,165
Tenant Finish Comm	4	\$ 1,866	7	\$ 8,566	2.5	\$ 6,841
New Residential (SFD)	9	\$ 36,395	1	\$ 5,174	2.4	\$ 14,823
Scrapes and Rebuilds	3	\$ 12,989	0	\$ -	0	\$ -
Alteration/Addition to Res	17	\$ 12,309	14	\$ 18,961	4.5	\$ 4,643
Duplex	3	\$ 8,407	0	\$ -	0	\$ -
Townhomes 3 & 4 units	0	\$ -	4	\$ 10,088	1.4	\$ 3,868
Townhomes 5 or more	0	\$ -	0	\$ -	1.2	\$ 4,256
Multifamily (Apartments)	2	\$ 163,916	0	\$ -	0	\$ -
Demo Residential	6	\$ 300	1	\$ 50	1	\$ 50
Demo Commercial	0	\$ -	0	\$ -	0.2	\$ 10
Minor and Trade	95	\$ 14,630	104	\$ 15,865	86.2	\$ 14,231
TOTALS	140	\$ 283,612	131	\$ 58,704	100	\$ 51,887

BUILDING REVENUES – BY PERMIT TYPE

JULY 2015	Yearly					
	Current YTD		Previous YTD		5 Year Avg YTD	
	JULY 2015		JULY 2014			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	3	\$ 69,956	2	\$ 90,126	0.6	\$ 15,651
Tenant Finish Comm	52	\$ 150,440	57	\$ 170,983	9.6	\$ 4,866
New Residential (SFD)	22	\$ 100,896	16	\$ 75,146	13.8	\$ 46,010
Scrapes and Rebuilds	6	\$ 33,234	6	\$ 36,366	0.9	\$ 5,142
Alteration/Addition to Res	107	\$ 110,894	81	\$ 97,716	27.9	\$ 25,911
Duplex	3	\$ 8,407	2	\$ 2	0.2	\$ 2,447
Townhomes 3 & 4 units	0	\$ -	4	\$ 10,088	1.4	\$ 2,233
Townhomes 5 or more	16	\$ 44,586	30	\$ 78,532	5.5	\$ 14,674
Multifamily (Apartments)	4	\$ 171,167	0	\$ -	0.8	\$ 16,297
Demo Residential	20	\$ 1,000	22	\$ 1,150	4.7	\$ 240
Demo Commercial	1	\$ 50	1	\$ 50	1.8	\$ 33
Minor and Trade	517	\$ 84,095	533	\$ 82,631	773.4	\$ 82,220
TOTALS	751	\$ 774,725	754	\$ 642,790	840.6	\$ 215,724

Louisville Historical Museum Report January to July 2015

Visitor & Program Attendance

VISITORS	JAN	FEB	MAR	APR	MAY	JUN	JUL	YTD
in Museum	141	147	136	154	283	398	323	1582
at Programs	0	22	0	0	94	94	60	270

Photos Added to the Online Catalog

ITEMS	JAN	FEB	MAR	APR	MAY	JUN	JUL	YTD
Catalogued	9	0	0	83	8	0	91	191
Online Public Access	175	223	177	45	63	94	80	857
Total Photos Available Online 2014-2015								2302

This Summer at the Museum



Members of Louisville High School's class of 1964 and 1965 donating framed composite pictures of their classes in honor of the celebration of their 50th class reunion. August 8, 2015.

LOUISVILLE MUNICIPAL COURT MONTHLY COURT REPORT 2015

TRAFFIC VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
0 POINT VIOLATIONS	1	0	0	0	6	0	0						7	0
1 POINT VIOLATIONS	1	1	0	0	1	0	0						3	6
2 POINT VIOLATIONS	3	1	0	3	4	1	3						15	34
3 POINT VIOLATIONS	15	7	17	8	5	9	8						69	84
4 POINT VIOLATIONS	33	27	39	31	15	25	19						189	272
6 POINT VIOLATIONS	2	0	0	1	0	0	0						3	2
8 POINT VIOLATIONS	0	0	1	0	0	0	1						2	1
12 POINT VIOLATIONS	0	0	0	0	1	0	0						1	2
SUB TOTALS	55	36	57	43	32	35	31	0	0	0	0	0	289	401

SPEED VIOLATIONS														
1 POINT VIOLATIONS	0	2	2	4	4	1	4						17	11
4 POINT VIOLATIONS	20	33	27	28	13	16	17						154	312
6 POINT VIOLATIONS	3	4	2	4	5	3	3						24	38
12 POINT VIOLATIONS	0	0	0	0	0	0	0						0	0
SUB TOTALS	23	39	31	36	22	20	24	0	0	0	0	0	195	361

PARKING VIOLATIONS														
PARKING	53	24	33	24	17	28	73						252	112
PARKING/FIRE LANE	0	1	0	1	0	0	0						2	2
PARKING/HANDICAPPED	1	2	1	2	0	2	3						11	16
SUB TOTALS	54	27	34	27	17	30	76	0	0	0	0	0	265	130

CODE VIOLATIONS														
BARKING DOGS	0	1	0	0	0	2	0						1	8
DOG AT LARGE	0	0	8	1	0	1	2						12	4
WEEDS/SNOW REMOVAL	0	0	0	0	0	0	1						1	1
JUNK ACCUMULATION	0	1	0	0	0	0	0						1	0
FAILURE TO APPEAR	2	3	6	4	2	4	1						22	18
RESISTING AN OFFICER	0	0	0	0	0	0	0						0	0
DISORDERLY CONDUCT	0	0	0	0	0	1	0						1	3
ASSAULT	0	0	0	0	0	0	0						0	1
DISTURBING THE PEACE	0	0	0	0	0	0	0						0	1
THEFT	0	0	0	0	0	1	0						1	2
SHOPLIFTING	0	3	1	0	0	1	0						5	7
TRESPASSING	0	0	0	0	1	0	4						5	1
HARASSMENT	0	0	0	0	0	0	0						0	1
MISC CODE VIOLATIONS	4	2	8	7	1	3	3						6	32
SUB TOTALS	6	10	23	12	4	13	11	0	0	0	0	0	79	79

TOTAL VIOLATIONS	138	112	145	118	75	98	143	0	0	0	0	0	828	968
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CASES HANDLED														
GUILTY PLEAS	70	33	59	45	32	40	78						357	209
CHARGES DISMISSED	12	18	20	10	8	14	19						101	121
*MAIL IN PLEA BARGAIN	30	33	34	37	16	18	31						199	461
AMENDED CHARGES IN COURT	26	26	30	27	17	23	14						163	159
DEFERRED SENTENCE	0	2	2	1	2	3	1						11	17

TOTAL FINES COLLECTED	\$ 9,597.00	\$ 9,370.00	\$ 14,390.00	\$ 11,490.00	\$ 5,449.00	\$ 5,495.00	\$ 12,742.50						\$ 68,533.50	\$ 94,020.00
COUNTY DUI FINES	\$ 1,669.26	\$ 2,286.34	\$ 1,536.21	\$ 1,839.19	\$ 1,345.53	\$ 1,669.26	\$ 1,362.05						\$ 11,707.84	\$ 8,490.77
TOTAL REVENUE	\$ 11,266.26	\$ 11,656.34	\$ 15,926.21	\$ 13,329.19	\$ 6,794.53	\$ 7,164.26	\$ 14,104.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,241.34	\$ 102,510.77

SUBJECT: RESOLUTION NO. 56, SERIES 2015 – A RESOLUTION
APPROVING A PRESERVATION AND RESTORATION GRANT
FOR THE CARANCI HOUSE LOCATED AT 1145 MAIN STREET.

DATE: AUGUST 18, 2015

PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY
DEPARTMENT

SUMMARY:

Case #2015-07-GRANT is a request for a preservation and restoration grant to restore the existing windows, repair the front porch, remove non-historic carport, and repair ceiling at the Caranci House, 1145 Main Street (Lots 11 and 12, Block 2, Barclay Place). The structure was built circa 1908 and landmarked by the Louisville City Council with Resolution 83, Series 2011. The applicants and owners David and Sara Aglietti.



SUBJECT: RESOLUTION NO. 56, SERIES 2015

DATE: AUGUST 18, 2015

PAGE 2 OF 6



1145 Main Street - Front Elevation



1145 Main Street - Northwest Corner



1145 Main Street - West Elevation

LANDMARK APPROVAL:

City Council approved the landmark application for 1145 Main Street on December 6, 2011.

REQUEST:

The applicants, David and Sara Aglietti, are requesting approval of a Preservation and Restoration Grant for rehabilitation work on the Caranci House at 1145 Main Street. The requested work includes restoring the existing windows, repairing the front porch, removing the non-historic carport, and repairing the ceiling.

The applicant obtained a historic structure assessment for the property, completed by Deborah Yin of May Yin Architecture and paid for by the Historic Preservation Fund. The assessment makes several recommendations for the repair and rehabilitation of the existing structure.

The applicant has received bids from Heritage Window Restoration and Saxton Construction for the preservation and restoration work. The requested work includes:

- **Restore metal casement windows, \$8,132.08**
The existing metal casement windows were not original to the house but they are likely over 50 years old.
- **Sill paint removal, \$700.00**
The removal of latex paint will ensure the operability of the windows.

SUBJECT: RESOLUTION NO. 56, SERIES 2015**DATE: AUGUST 18, 2015****PAGE 4 OF 6**

- **Repair and paint front porch, \$1,550.92**
The existing wood on the porch is cracking and needs repair.
- **Remove non-historic carport, \$1,540.00**
The existing rear carport is in poor condition.
- **Repair ceiling stress fracture, \$5,475.00**
The ceiling would be returned to level and the stress fracture repaired by adding ceiling supports.

The total cost estimate for the work is \$17, 398. Staff believes all of the requested items are eligible for funding with the exception of the paint on the front porch, which not eligible for the focused grant.

INCENTIVES:

After the property was landmarked in 2011, the previous owners received a \$5,000 grant. The property recently received a grant of up to \$900 for a historic structure assessment, as allowed under Resolution No. 2, Series 2014. According to Resolution 2, Series 2012, the property is able to receive a focused grant of up to \$15,000, requiring a 100% match from the applicant. Staff recommends the following grant breakdown:

Item	Amount	Flexible	Focused	Match	Unfunded
Windows	\$8,132.08	\$0	\$4,066.04	\$4,066.04	\$0
Paint Removal	\$700.00	\$0	\$350.00	\$350.00	\$0
Repair and paint porch	\$1,550.92	\$0	\$521.46	\$521.46	\$508.00
Remove carport	1,540.00	\$0	\$770.00	\$770.00	\$0
Repair ceiling	\$5,475.00	\$0	\$2,737.50	\$2,737.50	\$0
Total	\$17, 398.00	0	\$8,445.00	\$8,445.00	\$508.00

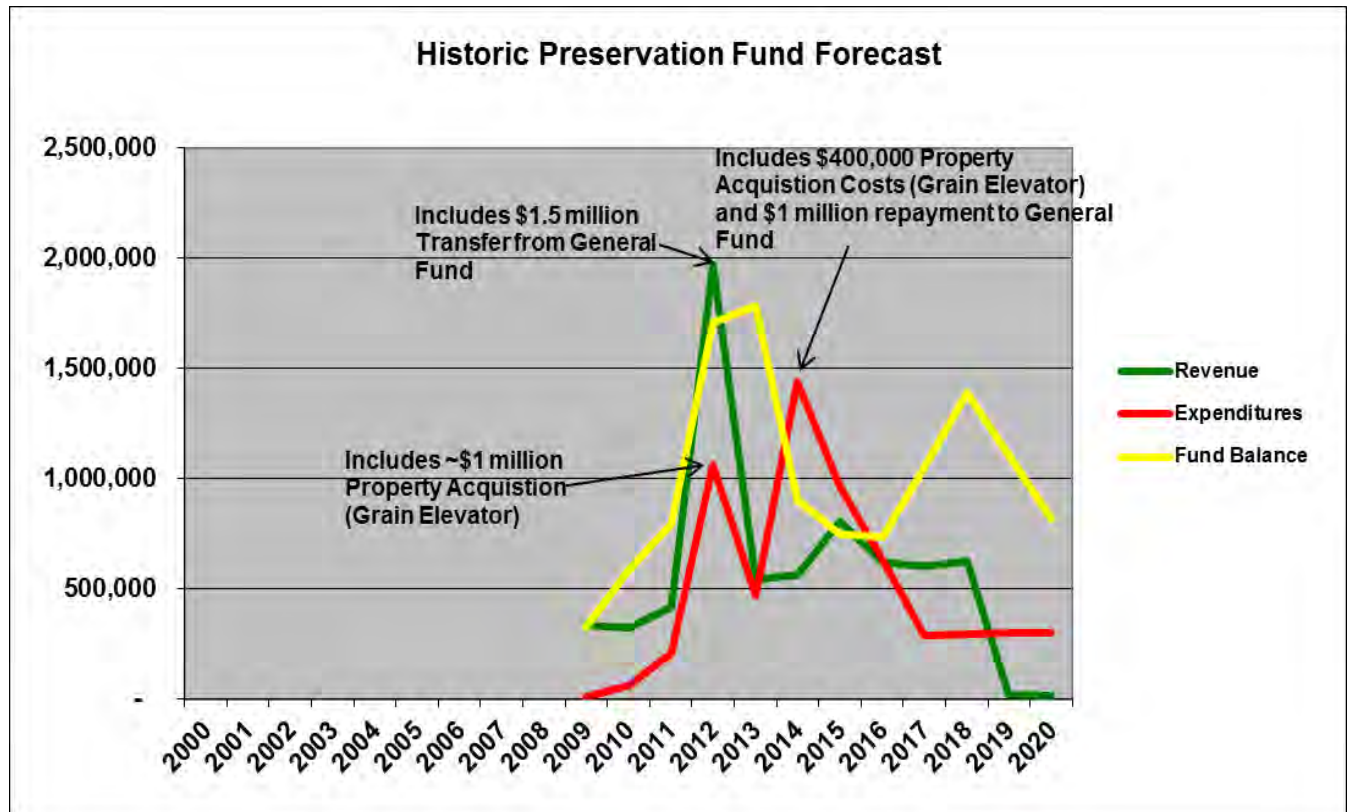
The painting of the front porch is in the unfunded portion of the grant request.

The above results in a total grant request of \$8,445.00 with an application match of \$8,445.00. With a contingency of \$1,689 (20%), the total grant request is \$10,134. Staff recommends a preservation and restoration grant for 1145 Main Street of **\$10,134**.

FISCAL IMPACT

The fiscal impact of the expenditure of up to \$10,134 from the Historic Preservation Fund for restoration work and at 1145 Main Street.

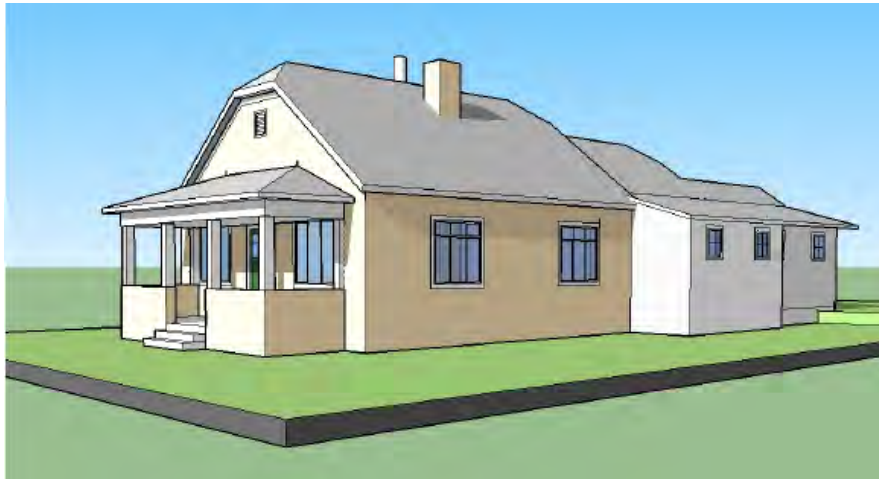
The following graph depicts the expenditures from the Historic Preservation Fund since its inception and the forecast through 2020:



The 2014 year-end balance in the HPF was \$905,271.

HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on July 20, 2015. The commission voted 6-0 to recommend the City Council approve the grant application. The Historic Preservation Commission also approve in a 6-0 vote the Alteration Certificate to allow for repairs outlined in the grant application and a one-story rear addition.



1145 Main Street - Proposed Rear Addition

RECOMMENDATION:

The grant requests meet the requirements specified under Resolution No. 2, Series 2012, and address the concerns identified in the historic structure assessment.

Therefore, staff recommends that City Council approve the grant request of \$10,134 by approving Resolution No. 56, Series 2015.

ATTACHMENTS:

1. Resolution No. 56, Series 2015
2. Historic Preservation Commission Resolution No. 08, Series 2015
3. Resolution No. 83, Series 2011 (Caranci House Landmark)
4. 1145 Main Street Historic Structure Assessment
5. Grant Application
6. Presentation

**RESOLUTION NO. 56
SERIES 2015**

**A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT
FOR THE CARANCI HOUSE LOCATED AT 1145 MAIN STREET.**

WHEREAS, there has been submitted to the Louisville City Council a Preservation and Restoration Grant for the Caranci House, located at 1145 Main Street, on property legally described as Lots 11 & 12, Block 2, Barclay Place, in Louisville, Colorado; and

WHEREAS, the Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 3.20.605.D of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission has held a properly noticed public hearing on the proposed Preservation and Restoration grant application and has recommended the request be forwarded to the Louisville City Council with a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed Preservation and Restoration grant application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the City Council finds the proposed improvements will assist in the preservation of the Caranci House, a local historic landmark.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Preservation and Restoration Grant Application for the Caranci House located at 1145 Main Street, subject to the following:

1. Approved items are those in the proposed scope of work presented to City Council totaling **\$10,134.**
2. There is approved a total grant amount of **\$10,134**

PASSED AND ADOPTED this 18th day of August, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 08
SERIES 2015**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING A
PRESERVATION AND RESTORATION GRANT AND ALTERATION CERTIFICATE FOR A
REAR ADDITION FOR THE CARANCI HOUSE, A LOCAL HISTORIC LANDMARK,
LOCATED AT 1145 MAIN STREET**

WHEREAS, there has been submitted to the Historic Preservation Commission a Preservation and Restoration Grant application and Alteration Certificate application for the Caranci House, located at 1145 Main Street, on property legally described as Lots 11-12, Block 2, Barclay Place, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission has held a properly noticed public hearing on the proposed Preservation and Restoration Grant application and has recommended the request be forwarded to the City of Louisville City Council with a recommendation of approval; and

WHEREAS, the preservation work being requested for the Caranci House is window repair, porch repair, ceiling repair, and carport removal; and

WHEREAS, the Historic Preservation Commission finds these proposed improvements will assist in the preservation of the Caranci House, a local historic landmark; and

WHEREAS, the proposed alterations, including a rear addition, described in the Historic Preservation Commission staff report dated July 20, 2015 are compatible with the historic character of the structure and will not detract from its historic quality.

**NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION
COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:**

1. The Historic Preservation Commission recommends the City Council approve the proposed Preservation and Restoration Grant application for the Porta House, in the amount of **\$10,134**
2. The alteration certificate for the proposed changes described in the Historic Preservation Commission staff report dated July 20, 2015 is hereby approved.

PASSED AND ADOPTED this _____ day of _____, 2015.

Kirk Watson, Chairperson

**RESOLUTION NO. 83
SERIES 2011**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION APPLICATION FOR AN HISTORICAL RESIDENTIAL
STRUCTURE LOCATED AT 1145 MAIN STREET**

WHEREAS, there has been submitted to the City Council an historic landmark application for the Caranci House, located at 1145 Main Street, on property legally described as Lots 11 and 12, Block 2, Barclay Place, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050 (A), establishing criteria for landmark designation; and

WHEREAS, the Louisville Historic Preservation Commission has held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed in 1908, and has not been significantly altered since that time; and

WHEREAS, the building has social significance because of its association with the Caranci family, whose members made significant contributions to the development of the City throughout the twentieth century; and

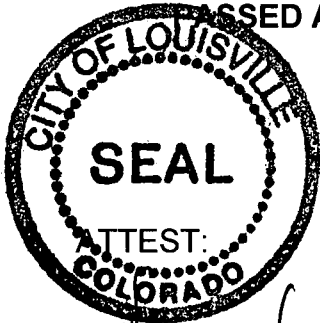
WHEREAS, the City Council finds that these and other characteristics specific to the individual structure are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The proposed historic landmark application for the Caranci House is hereby approved and the individual structure is hereby designated an historic landmark to be preserved as such.

2. An incentive of \$1,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.
3. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 6th day of December, 2011.



Nancy Varra
Nancy Varra, City Clerk

Robert P. Muckle
Robert P. Muckle, Mayor

**Rapid Visual Screening
Existing Condition Assessment**

City: Louisville, CO
Building: 1145 Main Street, principal building

A - New
B - Good

C - Fair
D - Poor

Date: XXX

Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
A SUBSTRUCTURE																
A1	Foundations/ Basement		Exterior - stucco over mortared rubble sedimentary stone. Varying thickness, approx. 12" at thinnest portion/ top. Wood planking on interior face @ NE corner of foundation wall. Basement @ rear (N & W) two thirds of house. Crawl space @ front (E & S) third, a portion @ approx. 36" clear height, a larger portion not visible. Concrete slab floor - irregular. Footings - not visible.	Wood planking on interior faces of NE foundation walls where crawl space is about 36" high. Planking bulges. Material behind planks not visible. Wood planking & plywood retaining @ west side of this crawl space area, holding back earth. Bulged planking could indicate material movement behind planks, but there is no indication of recent movement.		X					X			X	If work is to be done at front portion of house investigate foundation condition first, look behind the wood planking.	
A2	Floor Construction															
			3 1/2" T&G pine flooring over 1 1/2" x 7 1/2" joists @ 24" o.c. @ main house & 19 1/4" to 20 1/2" o.c. @ kitchen wing.	No subfloor. Floor system does not have much bounce suggesting that it is not undersized. Condition of finish flooring is unknown (covered with carpet).			X				X					
B SHELL																
B1	Roof Construction		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
			Half hip roof over main house & half hip with shed over kitchen wing. OSB sheathing over 1x10 wood boards with 2" (approx.) gaps between boards. Rafters 2x4s @ 24" (approx.) o.c.. 4 sets of rafters have 2x6s sistered on, 2 sets are double 2x4s. Ceiling joists - 2x4s @ 24" (approx) o.c. Diagonal bracing of rafters in 5 (pair) locations, angled @ approx. 45 degrees. Loose cellulose insulation @ attic floor.	Sistering & diagonal braces may indicate roof structure failure or inordinate deflection.			X		X		X			X	If owner chooses to increase attic/ceiling insulation roof framing should be looked at by structural engineer for increased snow loading.	
B2	Roofing		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
			Main house & kitchen wing - Fiberglas asphalt shingles over OSB sheathing, over 1x wood sheathing boards. Rear porch/carport - ribbed sheet metal over plywood.		X					X						
B3	Exterior Walls		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
	1st Floor		Thickenss including wall finishes = 6 1/2" Exterior finish - trowel finished stucco of modern vintage/style. Framing - probably 2x4, spacing unknown Interior finish - plaster insulation - unknown			X					X					
	2nd floor		NA													

Rapid Visual Screening
Existing Condition Assessment

City: Louisville, CO
Building: 1145 Main Street, principal building

A - New
B - Good

C - Fair
D - Poor

Date: XXX

Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
B4	Exterior Windows		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
			Fixed steel frame, single glass, putty glazing.													
	Basement															
			Front/east - (1) Picture window - wood fixed light, single glass, wood glazing bead. Southwest corner - (2) Wood 4 light fixed, single glass, putty glazing. All other windows - steel fixed light & casement units, single glass, putty glazing.	Except for the 2 southwest corner wood windows the others are probably not original. A neighboring house to the north of similar style, has wood double hung windows with 3 over 1 lights, where the 3 lights are vertical. Another house to the south of this one, similar style, has 1 over 1 double hung windows, probably original.		X					X			X	If owner wishes to make window (wdw) changes to improve energy efficiency, use new wdws that are similar to original. The 2 SW original wood wdws should be retained & custom removable wood storm wdws added. New all wood wdws best meets historic preservation (HP) best/standard practices & are most likely to be accepted by historic preservation programs. Look for a mfr. that has similar sightlines to old wdws. "Replacement" type wdws are unlikely to meet HP guidelines because they usually reduce glass area, fitting inside existing frames thus making the solid area much greater than standard wdws where existing frames are replaced. At least one custom dimension may be required in order to minimize effects to exterior & interior finishes. Building code requires emergency egress clear opening minimum dimensions that double hungs are unlikely to meet. Consider casement wdws with one horizontal muntin to imply a double hung. New vinyl wdws to replace existing steel basement wdws might be acceptable to the HP program. Consult w/ Louisville's HP program & planning/development services on all these issues.	For budgeting purposes only, i.e. this is not a cost estimate: \$1500 to \$2000 for the larger openings, most of them, which involve more than (1) window unit. \$600 to \$1000 for small openings involving (1) small window unit. If all or most windows are replaced the approximate total cost can be expected to be from \$15,000 to \$20,000.
	1st Floor															
	2nd floor		NA													
			Jamb & head - approx. 1" thk x 2 1/2" wide wood, proud of stucco by approx/ 1/4". Subsill - 1 1/8" thk flat & 1 1/2" thk (outside face) sloped.			X					X				Maintain good paint coverage to avoid deterioration.	
	Trim															
B5	Exterior Doors		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
			Front/east entry - new, wood, semicircular light with sunburst muntin pattern, 4 raised panels. Old wood screen door with tall screen opening & horizontal bottom raised panel. East - old, wood, half light with single glass, 3 horizontal raised panels below. Old wood screen door, tall screen opening with 2 horizontal muntins, & horizontal bottom recessed flat panel.	Front door not original, modern vintage.		X					X					
	1st Floor															

**Rapid Visual Screening
Existing Condition Assessment**

City: Louisville, CO
Building: 1145 Main Street, principal building

A - New
B - Good

C - Fair
D - Poor

Date: XXX

Item	Building Component	Reviewer Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
				A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
	Trim	Front entry - Architrave - Wood, 5 5/8" tall, flattened curve with simple sunburst design applied with half round trim & 1 row of dentals. Jamb trim - Wood, 1 7/8" thk x 5 1/2" wide, reed design, 6" x 6" x 1 7/8" thk square plinth with simple incised circle design in 45 degree rotated square applied trim. Stool - wood 1" thk @ face, sloped South door - wood head & jamb, approx. 1" thk x 2 5/8" wide, 1 1/2" thk sloped stool.			X					X				Maintain good paint coverage particularly where not protected by porch.	
B6	Roof Openings	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
	(Skylights, Chimneys & Access Hatches)														
	Chimney	brick	Vent for furnace. Probably brick given slenderness.		X					X					
	Vents	Wood attic vents, 13" wide x 19 1/4" tall. Aluminum low profile, square, static attic vents, 3 each side of main gable on roof faces.	Wood vents probably original. Aluminum vents are modern vintage.		X					X					

**Rapid Visual Screening
Existing Condition Assessment**

City: Louisville, CO
Building: 1145 Main Street, principal building

A - New
B - Good

C - Fair
D - Poor

Date: XXX

Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		

B7	Porches		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
	Front		Hipped roof, approx. 5/12 pitch. Closed wood flat soffit, 4" wood eave fascia with ogee/cove trim. Painted aluminum ogee gutter. Plain wood entablature above columns. Slightly tapered wood columns (4 columns & 2 pilasters) with quarter round trim below square cap. Base articulation of quarter round @ SW pilaster & a portion remains @ NW pilaster, other 3 columns have no base articulation. 9 1/8" thk (dimension near top of wall) stuccoed knee wall with 1 13/16" thk x 11" wood cap, curved flare outside face. Void under lower edge of flared face. Floor & steps - concrete. Porch risers have irregular heights.	A house across the street with similar porch design has wood shake siding on flared porch walls rather than stucco.		X					X	X			Irregular riser of porch steps does not meet building code. In the future, if owners do work to this area new steps should have equal risers for safety.	
	Rear porch/ carport		Low pitch shed roof shape. 2x6 wood rafters @ 24" o.c. Steel columns - (5) 3" Diameter tube, (1) decorative steel column comprised of angles & curved ornament.	Unlikely to be original. Make shift quality of construction.			X			X						

B8	Exterior Trim/Ornamentation		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
			Horizontal eaves - 3/4" x 4" wood fascia board with 3/4" x 2" trim over. Sloped eaves - 3/4" x 4" wood fascia board with profiled trim over. Trim below soffit @ top of wall - wood 7 1/4" wide board, flush with stucco, with profiled trim @ soffit. Two front porch columns have quarter round trim at bases while others do not have any trim. Its likely all the columns had quarter round base trim at one time.	Rear sloped eave trim on main portion of building is deteriorated near gutter. Previous replacement of profiled trim has been done where new trim does not match profile of existing.		X	X		X	X	X				Maintain good paint coverage to avoid more rapid deterioration. Replace trim @ rear sloped eave now - see approx. cost.	\$1,000

C	Site		Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations	Approximate Cost*
C1	Site Drainage		Generally slopes up front (east) to rear (west). Two street facing sides of property have concrete retaining walls, north side has cut off remnants of steel angle fence posts. Grade changes are controlled by several concrete & CMU retaining walls of varying ages. Each terrace created by retaining walls is relatively flat. Concrete paving for walkways, rear porch/carport, rear yard patio. Rear yard is surrounded by high wood fence. No drainage issues observed.			X					X					

***Notes:**

- Estimated costs assume no lead or asbestos present.

- Lead testing is noted for every area that includes a potential source of lead paint. A series of 3 tests, one for each of the sources of old paint (windows, doors, siding), would likely provide all the testing needed for the entire project.

**1145 Main Street
Louisville, CO**

Building Assessment of house (garage not assessed) 6/19/2015

performed by May Yin Architecture, Inc.

3016 9th Street, Boulder, CO 80304

tel 303-443-2407



Main Street view of house



view from Caledonia Street



Foundation wall covered by wood planks at northeast corner of basement/crawl space. Note bulging of planks.



Roof framing & sheathing



Steel frame window at left, typical. At right are the only two wood windows (probably original).



Neighboring house with flared porch wall clad in wood shakes



Front porch column with missing base trim



Damaged eave trim



Mismatched trim patch

Historic Preservation Fund Application

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

1. OWNER/APPLICANT INFORMATION

Owner or Organization

- a. Name: **David and Sara Aglietti**
- b. Mailing Address: **1145 Main Street Louisville CO 80027**
- c. Telephone: **858.337.3412**
- d. Email: saraaglietti@gmail.com

2. PROPERTY INFORMATION

- a. Address: **1145 Main Street**
- b. Year of construction or estimate: **1908**
- c. Is the building designated as a landmark or in an historic district? **Yes, local.** If so, what is the name of the landmarked property: **Madsen/Caranci House**
- D. Attach information on the history of the site, including old photos and social history if available.

[Madsen/Caranci House](#)

- E. Primary Use of Property: **Residential**

3. PROJECT DESCRIPTION

- a. Provide a brief description of the proposed scope of work.

We would like to beautify and restore the Madsen/ Caranci house. This pretty 1908 half hipped roof house holds great historic significance because it was owned and occupied by one of Louisville's significant families, the Carancis, and it is on Main Street. Careful restoration and sensitive upkeep are required to maintain this structure's historical integrity.

It is important that historic residences are sustainable so that they will remain homes for future generations. This house has been well-loved by only a few families. This makes it very dear to the descendants of those families and to everybody who walks the parade route or comes downtown for a coffee, dinner, or a concert.

b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

We would like to restore the early mid- twentieth century steel casement windows. This work will be done by Elizabeth Soloman (recommended by Philip Barlow of Heritage Window Restoration). We would also like to repair and repaint the damaged wooden front porch rail caps, column trim, and column support fascia. We would like to remove the carport which is in ill repair, and repair a stress fracture in the interior ceiling plaster which requires the removal of existing insulation and adding extra roof supports. This work will be done by the owners and a general contractor.

c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.

The Madsen/Caranci house is well- loved and has been well cared for. However, a home of this age requires sustained attention. Demand for larger and more modern homes to house families leaves the care of little houses to fewer and fewer willing custodians. It is important that our community supports the preservation of this small house’s character and Main Street presence. We are the careful and concerned custodians this house deserves. Rehabilitation funds to support our project are a community vote for the preservation of historic Louisville’s small family homes. The city’s support would help us to keep Main Street not just historic, but beautifully livable and vibrant.

4. DESCRIPTION OF REHABILITATION

Feature A NAME OF ARCHITECTURAL FEATURE: Windows

Describe feature and its condition:

The metal casement windows are in good condition considering their age. Their provenance falls within the period of significance for Historic Downtown Louisville. They are a fine example of how the former homeowners upgraded their home through the decades. Several are not in working order; they no longer open and close.

Describe proposed work on feature:

We have had the windows inspected by Philip Barlow of Heritage Window Restoration and want to follow his recommendations to preserve these historically valuable windows. Heritage Window Restoration was unable to take on this project due to their full schedule and Barlow recommended Elizabeth Soloman. Soloman has inspected the windows and provided the attached estimate. This includes repair and replacement of broken or missing hardware, reglaze all sash, and repaint. The interior tile sills have been painted with latex paint. This will be removed prior to window restoration and a separate estimate for that is included in the table below (#5).

Feature B NAME OF ARCHITECTURAL FEATURE: Front porch columns and trim

Describe feature and its condition:

The wood is exposed and cracking. Please see Appendix B for photographs

Describe proposed work on feature:

We would like to repair and repaint the porch so that the house's exterior is well maintained.

Feature C NAME OF ARCHITECTURAL FEATURE: Carport

Describe feature and its condition:

The carport is in poor condition and is not original to the home. Please see Appendix C for photographs.

Describe proposed work on feature:

We would like to dismantle the carport and removal of debris.

Feature D NAME OF ARCHITECTURAL FEATURE: Plaster Ceiling Stress Fracture

Describe feature and its condition:

The combined living room and dining room ceiling has a crack in the plaster running lengthwise down its center. These cracks are typical for homes of this age, resulting from natural settling over the years.

Describe proposed work on feature:

Several contractors have inspected the crack and recommended reinforcing the ceiling supports and adding jack screws to return the ceiling to level. To gain access to the ceiling support frame the existing insulation in the attic will have to be removed and then reinstalled once the job is complete. Ceiling plaster and paint will complete the process. The estimate provided in table below (#5) is provided by Chuck Saxton of Saxton Construction (www.saxtonconstruction.com).

5. COST ESTIMATE OF PROPOSED WORK

Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. **(Please reference this section in your contractor's bid attachment).**

Feature	Work to be funded	Type and Amount Incentive Sought	Applicant Cost
Window Restoration (See Appendix E for itemized breakdown)	Materials and Labor	\$4,066.04	\$4,066.04
Sill paint removal (See Appendix E for itemized breakdown)	Materials and Labor	\$350.00	\$350.00
Porch and trim repair and restoration (See Appendix E for itemized breakdown)	Materials and Labor	\$775.46	\$775.46
Carport removal (See Appendix E for itemized breakdown)	Labor	\$770.00	\$770.00
Plaster Ceiling Stress Fracture (See Appendix E for itemized breakdown)	Materials and Labor	\$2,737.50	\$2,737.50
TOTAL		\$8,809.00	\$8,809.00

If partial incentive funding were awarded, would you complete your project?

YES

6. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- a. Photographs: Please see Appendixes A-D
- b. Bid: Please see Appendix E
- c. Scaled drawings if applicable: N/A

7. Assurances

The Applicant hereby agrees and acknowledges that:

- a. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- b. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.
- c. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.
- d. All work approved for grant funding must be completed even if only partially funded through this incentives program.
- e. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.
- f. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.
- g. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason, Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.
- h. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.

Signature of Applicant/Owner

Date

Signature of Applicant/Owner

Date

Appendix A

Existing window condition



Appendix B

Front Porch condition

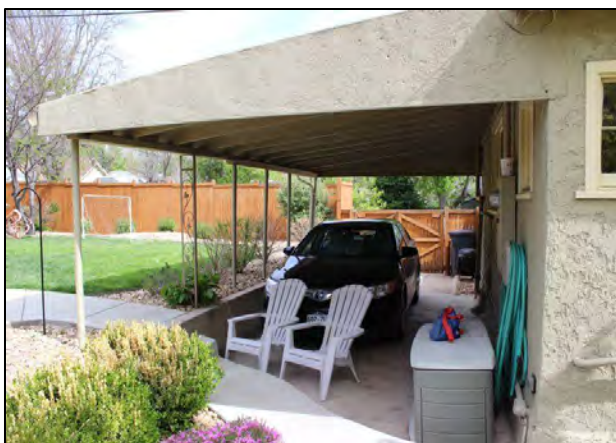


Base trim missing on some pillars



Appendix C

Carport (non- historic enclosure)

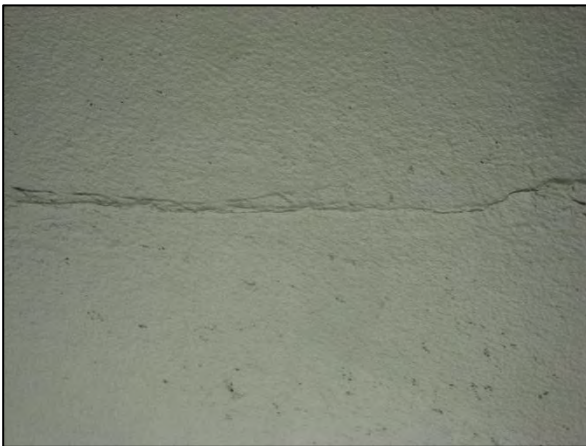


Appendix D

Plaster Ceiling Stress Fracture



Fracture runs through the center of the ceiling.



Appendix E

Project Cost Bids:

A. Heritage Window Restoration (Estimate provided by Elizabeth Solomon liz.soloman17@gmail.com).

Restoration of 7 steel casement windows.

MATERIALS REQUIRED				
Material	Quantity	Size/Style	Price	Total
Paint scraper	1	N/A	\$25.00	\$25.00
Scraper blades	3	N/A	\$4.17	\$12.51
Paint Stripper	1	Gallon	\$74.99	\$74.99
Vinyl Gloves	1	Medium	\$2.99	\$2.99
Vinyl Chemical Gloves	1	Medium	\$25.99	\$25.99
Plastic Sheeting	3	4mil	\$38.00	\$114.00
Misc Paint Removal Products	TBD	TBD	TBD	\$45.00
Plastic Masking Sheeting	1	N/A	\$32	\$32.00
Paint	1	Gallon	\$48	\$48.00
Paint Primer	1	Gallon	\$25	\$25.00
Replacement Glass	N/A	N/A	N/A	\$100.00
Glazing	1	Gallon	\$80	\$80.00
Miscellaneous Materials (trash bags, PPE, paper towels, masking, etc)	N/A	N/A	N/A	\$200.00
Total Materials				\$785.48
Sales Tax				\$66.60
Total Material Cost				\$852.08
LABOR				
Labor (Elizabeth Solomon)	Hours	Rate	Total Cost	
Remove existing hardware	2	\$35/hour	\$70	
Prep window surrounds, glass	2	\$35/hour	\$70	
Material acquisition	2	\$35/hour	\$70	
Scraping, stripping paint	60	\$35/hour	\$2100	
Remove glazing and glass	60	\$35/hour	\$2100	
Prime, reglaze	40	\$35/hour	\$1400	
Mask, paint	12	\$35/hour	\$420	
Daily Set-Up/Clean-Up (Lead Abatement)	30	\$35/hour	\$1050	
Total Labor	208	\$35/hour	\$7280.00	
Total Window Restoration (Materials and Labor)				\$8132.08

B. Latex Paint removal from tile sills

Removal of brown paint from ceramic window sill tiles – total of five window sills. All repairs are cosmetic in nature and are not structural repairs.

Labor (Homeowner)	Hours	Rate	Total
Non- abrasive paint removal	4 hours per sill (20 total)	\$35/hour	700.00
Total		\$35/hour	700.00

C. Front Porch restoration

Removal and replacement of existing wooden stucco porch rail caps and damaged column molding. Caulk seams. Prime and paint replacement wood and molding. Prepare, prime, and paint existing wooden porch columns.

MATERIALS REQUIRED				
Material	Quantity	Size/Style	Price	Total
Douglas Fir (Rail Cap	4ea	2"x12"x8'	10.85 ea	43.40
Oak (Molding Column top)	12 ea	2"x2"x30"	6.24 ea	74.88
Oak (Molding column base)	48 ft	¼ Round	1.11/ft	53.28
Fastener (nail)	Box	Finish 6Dx2	4.47bx	4.47
Fastener (nail)	Box	Finish 8Dx2.5	4.47bx	4.47
Paint (primer)	1	Gal	45.00	45.00
Paint (Rail cap, columns)	1	Gal	48.00	48.00
Paint (Moldings)	1	QT	15.00	15.00
Misc. (brushes, drop-cloths, masking, caulking, safety	N/A	N/A	N/A	35.00
Total Materials				323.50
Sales Tax				27.43
Total Material Cost				350.93
LABOR				
Labor (Homeowner)	Hours		Rate	Total Cost
Non-destructive removal of porch cap and column molding	8hrs		\$40/hour	320.00
Material acquisition	2hrs		\$40/hour	80.00
Cutting, fitting, attaching porch cap and molding	10hrs		\$40/hour	400.00
Prepare columns for paint	6hrs		\$40/hour	240.00
Primer and Paint	4hrs		\$40/hour	160.00
Total Labor	30 hrs		\$40/hour	1200.00
Total Porch Restoration (Materials and Labor)				1550.93

D. Carport Removal

Dismantle and debris removal of carport west side of house.

MATERIALS REQUIRED				
Material	Size/Style	Price	Total	
Dumpster Rental	20 yd. roll-off	\$700.00	\$700.00	
Total Material Cost			\$700.00	
LABOR				
Labor (Homeowner)	Hours	Laborers Required	Rate (per person)	
Dismantle carport	8	2	\$35/hour	\$560.00
Load dumpster	4	2	\$35/hour	\$280.00
Total Labor	12	4	\$35/hour	\$840.00
Total Carport Removal (Materials and Labor)			\$1,540.00	

E. Plaster Ceiling Stress Fracture Repair (Estimate provided by Saxton Construction)
chuck@saxtonconstruction.com).

Repair fracture in plaster ceiling through addition of supports for roof.

MATERIALS REQUIRED				
Material	Quantity	Size/Style	Price	Total
Douglas Fir	22	2inX6inX20ft	\$15.00	\$330.00
Joist hanger	88	Hurricane	\$1.00	\$ 88.00
Steel threaded rod	12	1/2in-nc x 8ft	\$27.82	\$333.84
Nuts	4bx of 25	½-nc	\$ 7.76	\$ 31.76
Washers	4bx of 25	½ standard	\$ 6.00	\$ 24.00
Nails		Joist hanger		\$ 15.00
Nails	5 lb	8d X 2 ½ in		\$ 15.00
Steel Angles	96	7 gauge	\$ 8.15	\$782.40
Steel bolt	10 bx of 10	½-nc x 2 1/4in	\$ 6.58	\$ 65.80
Plaster				\$ 40.00
Total Materials				\$1,725.80
Sales Tax				\$ 149.20
Total Material Cost				\$ 1,875.00
LABOR				
Labor (Chuck Saxton)	Hours	Rate	Total Cost	
Removal & Replacement of insulation	32(4 men 8hrs each)	\$ 50.00	\$ 1,600.00	
Support and relevel ceiling	40(4men 10hrs each)	\$ 50.00	\$ 2,000.00	
Total Labor				\$ 3,600.00
Total Plaster Ceiling Stress Fracture Repair (Materials and Labor)				\$5,475.00

City Council – Public Hearing

1145 Main Street

Grant Request

Resolution No. 56, Series 2015

**A request for \$10,134 in grant funding
from the Historic Preservation Fund.**

Prepared by:
Dept. of Planning & Building Safety



1145 Main– Location



1145 Main – Current Photo



Current Photo – East Elevation



Current Photo – Northeast Corner

1145 Main – History



1948 Assessor's Photo

- Built in 1908
- Maintained architectural integrity
- Associated with the Caranci family
- Landmarked by City Council on December 6, 2011.

1145 Main - Project

- Restore metal casement windows
- Sill paint removal
- Repair and paint front porch
- Remove non-historic carport
- Repair ceiling stress fracture



In 2011, the owners of the property received a \$5,000 focused grant. All project items are eligible for the flexible grant with the exception of the paint on the front porch.

1145 Main– Grants

Staff recommends the following grant breakdown:

Item	Amount	Flexible	Focused	Match	Unfunded
Windows	\$8,132.08	\$0	\$4,066.04	\$4,066.04	\$0
Paint Removal	\$700.00	\$0	\$350.00	\$350.00	\$0
Repair and paint porch	\$1,550.92	\$0	\$521.46	\$521.46	\$508.00
Remove carport	1,540.00	\$0	\$770.00	\$770.00	\$0
Repair ceiling	\$5,475.00	\$0	\$2,737.50	\$2,737.50	\$0
Total	\$17, 398.00	0	\$8,445.00	\$8,445.00	\$508.00

Total Grant Request: \$10,134 (includes 20% contingency)

Current balance of Historic Preservation Fund: \$905,271

1145 Main-Recommendation

HPC voted 6-0 to recommend approval of the grant application.

Staff recommends approval of **Resolution No. 56, Series 2015**, recommending approval of the Historic Preservation Fund grant for \$10,134.

SUBJECT: RESOLUTION NO. 57, SERIES 2015 – A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 12,452 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL MEDIUM (RM) ZONE DISTRICT, LOCATED AT 1240 LAFARGE AVENUE, LOTS 21-24, BLOCK 1, NICOLA DI GIACOMO ADDITION.

DATE: AUGUST 18, 2015

PRESENTED BY: SCOTT ROBINSON, PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:

The owner of 1240 Lafarge Avenue, Karla Dakin, has submitted a land use application requesting approval of a minor subdivision of a 12,452 SF lot into two lots measuring 7,004 SF (Lot 2) and 5,448 SF (Lot 1).

Previously, the applicant submitted variance requests to the lot area and lot width requirements of Title 17 of the Louisville Municipal Code (LMC) to the Board of Adjustment (BOA). The BOA unanimously approved the requested variances during a publically noticed hearing on December 17, 2014.

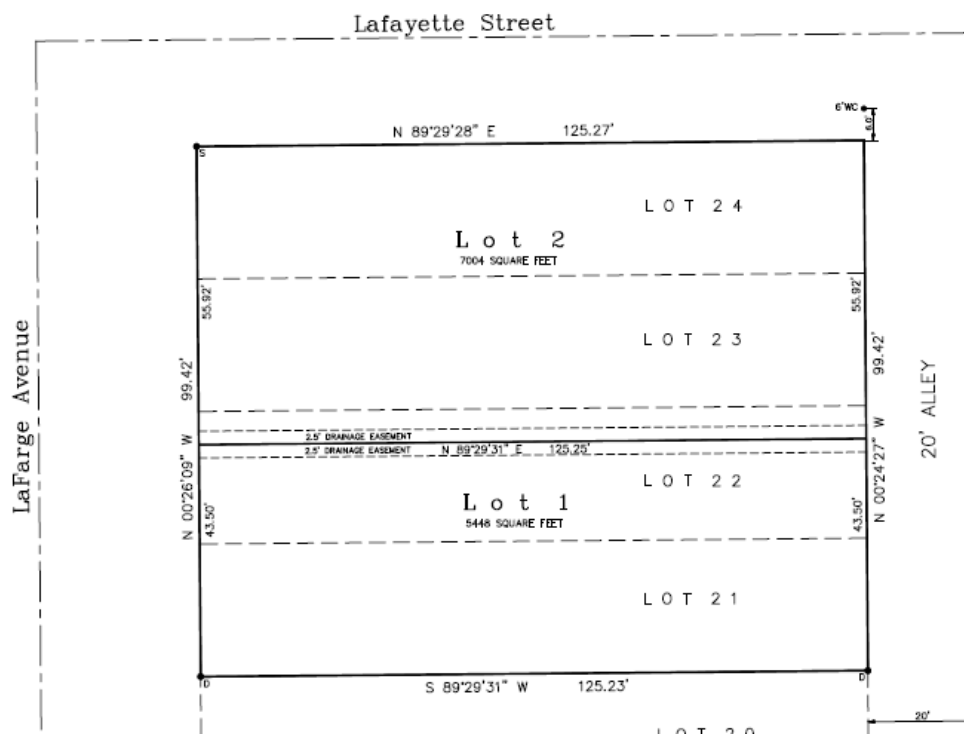


The site is located on the southeast corner of Lafayette Street and Lafarge Avenue within the Nicola Di Giacomo Addition. The legal description includes four 25' X 125' lots in the single 100' X 125' lot description. Legal descriptions combining 25'X125' lots are standard throughout the Old Town Overlay District, where the majority of lots are composed of two 25' X 125' lots.

A 950 SF one-story single family home is currently located on the property with two garages of 822 SF and 248 SF.

PROPOSAL:

The minor subdivision request is to divide a single 12,452 SF lot into two smaller lots. The future lots, if approved, would be oriented toward Lafarge Avenue, consistent with all the properties along Lafarge Avenue. The existing one-story single family home would be located on Lot 2, while the proposed Lot 1 would be vacant.

**SECTION 16.12.110**

Section 16.12.110, of the Louisville Municipal Code (LMC), establishes the review procedures for a Minor Subdivision. The section states, "a subdivision application meeting one or more of the following criteria shall be eligible for review as a minor subdivision:

1. The subdivision contains solely residential use and results in not more than four dwelling units;
2. The subdivision is a replat of an approved final subdivision plat which does not increase the number of lots or increase density, and which does not result in a material change in the extent, location, or type of public improvements, easements, arrangement of streets open space or utilities;
3. The subdivision results in no more than two lots; each lot is adjacent and has access to an accepted and maintained public street; the improvements required by chapter 16.20 (streets and utilities) are already in existence and available to serve each lot; each lot will meet the requirements of the city's zoning regulations without the necessity for a variance; no variance has been granted within the three previous years to any lot; and, no part of the subdivision has been approved within three years prior to the date of the submission of the minor subdivision plat;
4. The subdivision is of a lot, previously created by an approved final subdivision plat, which is split or subdivided into not more than two lots and the lots created by the split comply with the applicable dimensional requirements of the city's zoning regulations."

Staff believes this request complies with the first of the above criteria and is therefore eligible for a minor subdivision review.

MINOR SUBDIVISION PLAT

The minor subdivision of the existing 12,452 SF property requires waivers from the standards established in the LMC, Chapter 17.12. The table below shows how the request complies with the regulations established in the LMC and what variances were required:

	Municipal Code	Lot 1	Lot 2
Lot Area	7,000 SF; 8,000 SF for corner lots	5,448 SF*	7,004 SF* (corner lot)
Lot Width	70'	44'*	56'*
Lot Coverage			
<i>Lots between 4,000 SF and 5,999 SF</i>	1,600 SF or 37.5%, whichever is greater	0 SF existing 2,043 SF permitted	
<i>Lots greater than 7,000 SF</i>	2,450 SF or 30%, whichever is greater		2,020 SF existing 2,450 SF permitted
Floor Area			
<i>Lots between 4,000</i>	1,999 SF or 45%,	0 SF existing	

<i>SF and 5,999 SF</i>	whichever is greater	2,451 SF permitted	
<i>Lots greater than 7,000 SF</i>	2,799 SF or 35%, whichever is greater		2,020 SF existing 2,799 SF permitted

As stated earlier, the BOA unanimously approved the requested variances during a publically noticed hearing on December 17, 2014. Section 17.48.110 of the LMC states the BOA may grant a variance only if it makes findings that all of the following requirements, insofar as applicable, have been satisfied:

1. That there are unique physical circumstances or conditions such as irregularity, narrowness or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property;
2. That the unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located;
3. That because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this title;
4. That such unnecessary hardship has not been created by the applicant;
5. That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property;
6. That the variance, if granted, is a minimum variance that will afford relief and is the least modification possible of the provisions of this title which are in question;

ANAYLSIS:

The subdivision of property in Louisville is regulated by Title 16 of the Louisville Municipal Code. Since this is a minor subdivision request with no public right-of-way or public easements, staff reviewed the application against the criteria established in Sections 16.16.010 (General design and construction standards) and 16.16.060 (Lots).

Section 16.16.010

This section of the code applies seven general design criteria regarding the compatibility and functionality of the site. Staff believes the first criterion "*Subdivision design must conform to the purposes of this title and be consistent with the city's comprehensive plan*", is the only applicable criterion to a minor subdivision where no public right-of-way or easements are involved.

The 2013 Comprehensive Plan identifies this area of town as "*Urban Neighborhood*" which is consistent with the City zoning code (Section 17.12.010) definition of Residential Medium Density – "*The residential medium density R-M district is comprised of areas which are primarily used for or permit multifamily development at duplex or*

townhouse densities.” Staff believes the Comprehensive Plan identifies three applicable Core Values for City Council consideration:

Our Livable Small Town Feel . . . where the City’s size, scale, and land use mixture and government’s high-quality customer service encourage personal and commercial interactions.

A Sense of Community . . . where residents, property owners, business owners, and visitors feel a connection to Louisville and to each other, and where the City’s character, physical form and accessible government contribute to a citizenry that is actively involved in the decision- making process to meet their individual and collective needs.

Safe Neighborhoods . . . where the City ensures our policies and actions maintain safe, thriving and livable neighborhoods so residents of all ages experience a strong sense of community and personal security.

Staff believes the scale of development is a good indicator of compatibility with the above core values. Staff surveyed the average lot sizes of properties along Lafarge Avenue in the Nicola Di Giacomo and Barclay Place Subdivisions. Staff found the average lot size is 6,848 SF. The applicant is requesting lot sizes of 5,448 SF and 7,004 SF.

A 12,452 SF lot in the Old Town Overlay District is allowed to contain a structure or structures with lot coverage of 3,736 SF, floor area of 4,358 SF and up to three dwelling units. Staff believes a 4,358 SF structure is not in character with the surrounding neighborhood and that two smaller parcels, if approved, would be allowed to contain homes more compatible with the surrounding neighborhood. In addition, the larger lot (Lot 2) would be allowed two residential units while the smaller lot (Lot 1) would only be allowed one, meaning there would be no increase in the number of dwelling units allowed.

As a result, staff believes this minor subdivision request is consistent with the spirit and intent of the Comprehensive Plan.



Label #	Lot #	Subdivision	Address	Lot Area (SF)
1	35-36	Nicola Di Giacomo	730 Lafayette	4798
2	34-35	Nicola Di Giacomo	1237 Lafarge	4600
3	31-33	Nicola Di Giacomo	1233 Lafarge	9161
4	29-30	Nicola Di Giacomo	1221 Lafarge	5405
5	27-29	Nicola Di Giacomo	1209 Lafarge	5224
6	25-27	Nicola Di Giacomo	1201 Lafarge	7709
7	11-12	Barclay Place	1147 Lafarge	5220
8	10-11	Barclay Place	1145 Lafarge	4742
9	7-9	Barclay Place	1125 Lafarge	8864
10	5-7	Barclay Place	1117 Lafarge	6633
11	3-4	Barclay Place	1109 Lafarge	6223
12	1-2	Barclay Place	1101 Lafarge	6671
13	21-24	Barclay Place	1100 Lafarge	12902
14	19-20	Barclay Place	1116 Lafarge	6255
15	17-18	Barclay Place	1124 Lafarge	6200
16	15-16	Barclay Place	1132 Lafarge	6183
17	13-14	Barclay Place	1158 Lafarge	6862
18	13-14	Nicola Di Giacomo	1200 Lafarge	6088
19	15-16	Nicola Di Giacomo	1208 Lafarge	6024
20	17-18	Nicola Di Giacomo	1220 Lafarge	6279
21	19-20	Nicola Di Giacomo	1230 Lafarge	6158
22	21-24	Nicola Di Giacomo	1240 Lafarge	12452
Average				6848

Section 16.16.060

Lot requirements are as follows:

- A. Lots shall meet all applicable zoning requirements.
- B. Each lot shall have vehicular access to a public street.
- C. The maximum depth of all residential lots shall not exceed 2½ times the width thereof. For all other lots, the depth shall not exceed three times the width.

- D. The minimum lot frontage, as measured along the front lot lines shall be 50 feet, except for lots abutting a cul-de-sac, in which case such lot frontage may be reduced to 35 feet.
- E. Double-frontage, reverse-frontage, and reverse-corner lots shall be prohibited except where essential to provide separation from arterial streets or from incompatible land uses. A planting screen easement of at least ten feet in width, across which there shall be no vehicular right of access, may be required along the lot line of lots abutting such traffic artery or other incompatible use.
- F. Side lot lines shall be substantially at right angles or radial to street lines.
- G. The minimum average lot area for subdivisions of land within an SF-R zone district shall be 2½ acres; the minimum average lot size for subdivisions of land within an R-RR zone district shall be five acres.

The Board of Adjustment's action did not grant permission to subdivide the property. The Louisville City Council is the only city board that can grant permission to subdivide a property. However, the BOA's action did change the effective underlying zoning requirements against which the request needs to be evaluated under criterion A. Given the BOA's approval of the variance, staff finds the request satisfies criterion A.

Lot 1, at 44 feet wide, does not comply with criterion D, requiring a 50 foot width, or with criterion C, as the proposed depth is 2.84 times the proposed width. Section 16.24.010 of the LMC allows modifications from the above regulations "in cases where, due to exceptional topographical conditions or other conditions peculiar to the site, an unnecessary hardship would be placed on the subdivider. Such modifications shall not be granted if it would be detrimental to the public good or impair the basic intent and purposes of this title. Any modification granted shall be in keeping with the intent of the comprehensive development plan of the city."

In granting the variance, the BOA found hardship, and the discussion above addressed impact on public good and compatibility with the Comprehensive Plan, so staff believes modifications to criteria C and D are justified. With the modification, staff believes the application meets each of the seven criteria established in Section 16.16.060, including the variances granted by the Board of Adjustment as criteria A.

FISCAL IMPACT

No significant fiscal impact will result from the authorization of this request.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on the application on July 9, 2015. The Planning Commission believed this subdivision will allow for two lots which will be more compatible with the neighborhood. Two members of the public spoke at the hearing, one pointing out that while the smaller lots may be more consistent with the

SUBJECT: RESOLUTION NO. 57, SERIES 2015

DATE: AUGUST 18, 2015

PAGE 8 OF 8

surroundings, the larger lot creates more variation in size which also contributes to character. The other speaker stated the smaller lots and resulting smaller houses would be more fitting for the area. The Planning Commission voted 6-0 to recommend the City Council approve the application, without condition.

RECOMMENDATION:

Staff recommends City Council approve the replat request for 1240 Lafarge Avenue by approving Resolution No. 57, Series 2015.

ATTACHMENTS:

1. Resolution No. 57, Series 2015
2. Application materials
3. Final plat
4. Planning Commission minutes
5. Public comments
6. Presentation

**RESOLUTION NO. 57
SERIES 2015**

A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 12,452 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL MEDIUM (RM) ZONE DISTRICT, LOCATED AT 1240 LAFARGE AVENUE, LOTS 21-24, BLOCK 1, NICOLA DI GIACOMO ADDITION

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a replat to subdivide a single 12,452 SF lot into two separate lots in the Residential Medium (RM) zone district, located at 1240 Lafarge, Lots 21-24, Block 1, Nicola Di Giacomo Addition; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with Louisville Municipal Code Chapters 16.12.110 and 17.12.050; and

WHEREAS, after a duly noticed public hearing on July 9, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated July 9, 2015, the Planning Commission forwarded a recommendation of approval to the City Council for the replat of 1240 Lafarge Avenue without condition.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve a replat to subdivide a single 12,452 SF lot into two separate lots in the Residential Medium (RM) zone district, located at 1240 Lafarge Avenue, Lots 21-24, Block 1, Nicola Di Giacomo Addition, without condition.

PASSED AND ADOPTED this 18th day of August, 2015

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: DAJ Design, Inc.

Contact: Andy Johnson

Address: 922A Main Street
Louisville, CO 80027

Mailing Address: (same)

Telephone: 303-527-1100

Fax: _____

Email: andy@dajdesign.com

OWNER INFORMATION

Firm: DAJ Design, Inc.

Contact: Andy Johnson

Address: 922A Main Street
Louisville, CO 80027

Mailing Address: (same)

Telephone: 303-527-1100

Fax: _____

Email: andy@dajdesign.com

REPRESENTATIVE INFORMATION

Firm: DAJ Design, Inc.

Contact: Andy Johnson

Address: 922A Main Street
Louisville, CO 80027

Mailing Address: (same)

Telephone: 303-527-1100

Fax: _____

Email: andy@dajdesign.com

PROPERTY INFORMATION

Common Address: 1240 Lafarge Avenue

Legal Description: Lot 21, 22, 23, 24 Blk 1
Subdivision Nicola Di Gigiacomo Addition

Area: 12,452 Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: _____

Minor Subdivision of a 5-lot property (~125' x 125') into two separate properties of sizes: north corner property (55.92' x 125.27'); and, south interior property (43.5' x 125.27'). The new lot line is offset 5.2' south of the southern most corner of the existing house.

Current zoning: RM Proposed zoning: _____

SIGNATURES & DATE

Applicant: 

Print: Andy Johnson

Owner: _____

Print: _____

Representative: _____

Print: _____

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

SCOTT ROBINSON
CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE CO 80027

RE: MINOR SUBDIVISION PLAT, 1240 LAFARGE AVE

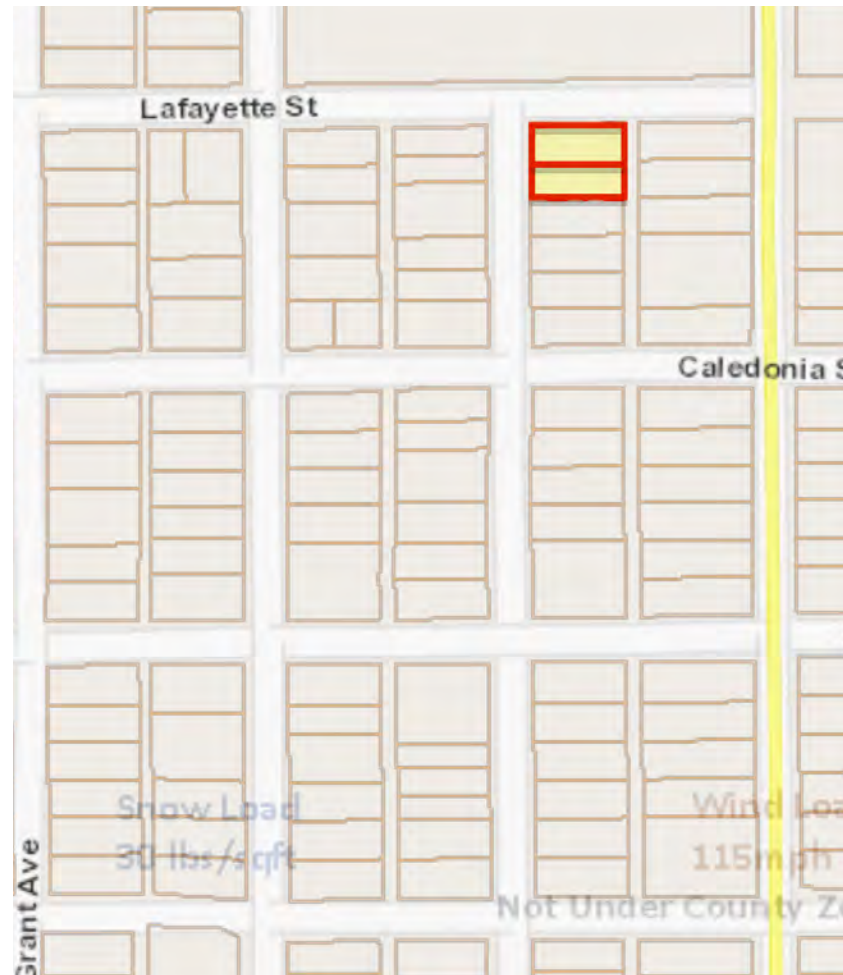
Dear Mr. Robinson,

We are applying for a minor subdivision plat of 1240 Lafarge Ave on behalf of the owner, Karla Dakin. The existing property is currently a five standard lot property equalling approximately 125' x 125.' The proposed subdivision would divide the existing property into two properties as follows: north, corner property to be 55.92' x 125.27'; and, the south, interior property would be 43.50' x 125.27.' The new interior property lot line is set to be 5.2' south of the southern most corner of the existing house. The existing house would be located entirely on the new north lot.

The Board of Appeals previously approved the new lots to have minimum property frontages and minimum lot sizes smaller than allowed in the Municipal Code. The new lots are compatible with the surround neighborhood's lot sizes in terms of both property frontage and lot areas - see the vicinity map below for comparison. There are still a number of larger properties (3-lot or more properties) in the surrounding area to maintain diversity in neighborhood lot sizes.



922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM



*City of Louisville
Zoning Map, en-
larged area, show-
ing the subdivided
lots at 1240 Lafarge
Ave and surround-
ing properties in the
Di Giacomo and
Capitol Hill neigh-
borhoods.*



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The current Municipal Code allows a minimum lot area of 3,500 sq. ft. per dwelling unit. The current 5-lot property is 12,452 sq. ft., which would allow for 3 dwelling units. The subdivided properties would be 7,004 sq. ft. for the north, corner property and 5,448 sq. ft. for the south, interior property. The north property could yield two dwelling units, and the south property would only yield one dwelling unit. There would be no net difference in the allowed dwelling units between the two properties.

The existing property would allow a single dwelling unit with a lot coverage of 3,735 sq. ft. and a floor area ratio (FAR) of 4,358 sq. ft. The north property would allow a single dwelling unit or two separate dwelling units with a total lot coverage of 2,450 sq. ft. and a total floor area ratio (FAR) of 2,799 sq. ft. The south property would allow a single dwelling unit with a lot coverage of 2,043 sq. ft. and a floor area ratio (FAR) of 2,451 sq. ft. These lot coverages and floor area ratios would include the primary structure(s) and any accessory units. See the summary below.

	LOT SIZE	LOT COVERAGE	FAR
EXISTING LOT	12,452	3,735	4,358
NORTH LOT	7,004	2,450	2,799
SOUTH LOT	5,448	2,043	2,451

While the total lot coverage and floor area ratio for the subdivided lots added together equal more than the existing property would currently allow, the size of the single dwelling unit on the existing property would overwhelm either of the subdivided properties' buildings, as well as the other buildings in the neighborhood. The subdivided lots would yield buildings of a more limited size compared to the existing lot while still offering the diversity of different building sizes, which is more compatible with the neighborhood.

The existing, historic house is to remain on the north subdivided lot. There is no intention at this time to Landmark the house with the City of Louisville, however that possibility has not been ruled out. Should the owner choose to go through the Landmark process with the Historic Preservation Commission, the existing house would be an excellent candidate for preservation and possibly grant funding through the City.

The north and south property dividing line is set to be 5.2' from the southern most part of the existing house. It is the minimum distance allowed without creating a non-conforming condition for the existing house in relationship to the new interior side-yard setback line. The new property line is set to 5.2' instead of 5' to allow a small buffer to be right up against the setback line.

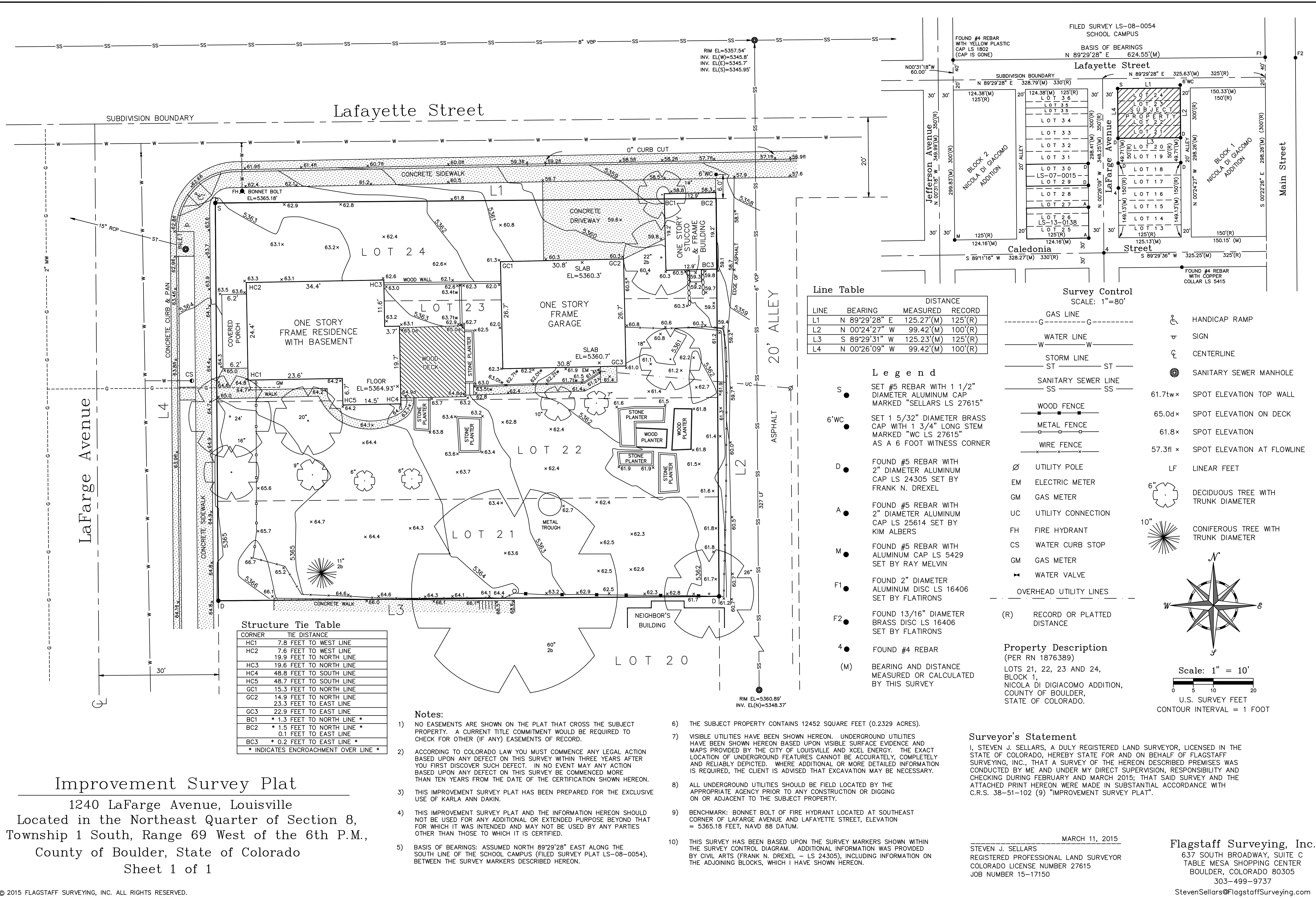
Please let me know if there are any questions or concerns.

Regards,

Andy Johnson

Improvement Survey Plat

1240 LaFarge Avenue, Louisville
Located in the Northeast Quarter of Section 8,
Township 1 South, Range 69 West of the 6th P.M.,
County of Boulder, State of Colorado
Sheet 1 of 1



Surveyor's Statement

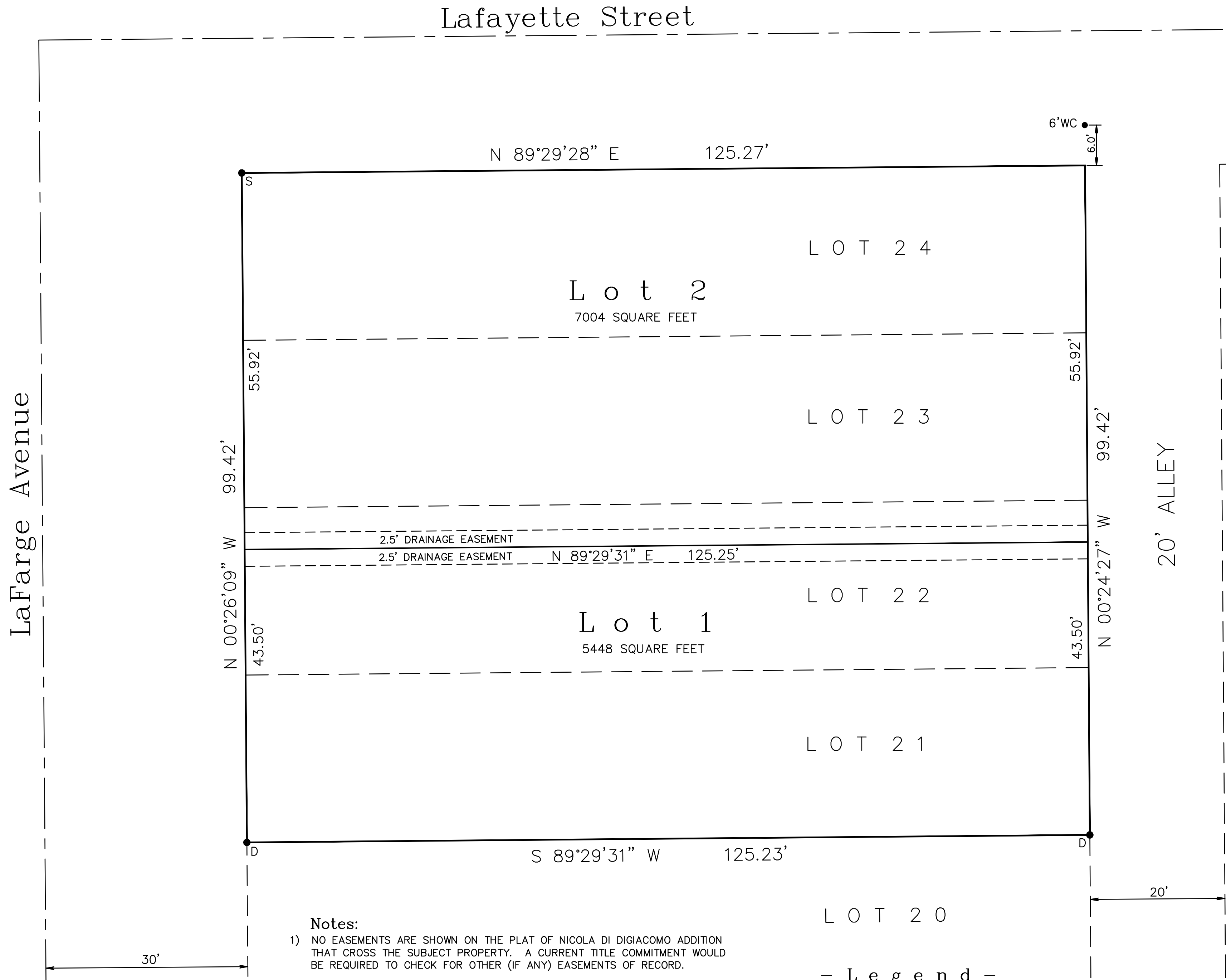
I, STEVEN J. SELLARS, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLAGSTAFF SURVEYING, INC., THAT A SURVEY OF THE HEREON DESCRIBED PREMISES WAS CONDUCTED BY ME AND UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING DURING FEBRUARY AND MARCH 2015; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) "IMPROVEMENT SURVEY PLAT".

MARCH 11, 2015

STEVEN J. SELLARS
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NUMBER 27615
JOB NUMBER 15-17150

Flagstaff Surveying, Inc.
637 SOUTH BROADWAY, SUITE C
TABLE MESA SHOPPING CENTER
BOULDER, COLORADO 80305
303-499-9737
StevenSellars@FlagstaffSurveying.com

NICOLA DI DIGIACOMO ADDITION REPLAT A
a replat of Lots 21, 22, 23 and 24, Block 1, NICOLA DI DIGIACOMO ADDITION,,
located within the Northeast Quarter of Section 8,
Township 1 South, Range 69 West of the 6th P.M.,
County of Boulder, State of Colorado
Sheet 1 of 1



Legal Description
KNOW ALL PERSONS BY THESE PRESENTS, THAT KARLA ANN DAKIN, BEING THE SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN BOULDER COUNTY, COLORADO, AND LYING WITHIN ACME PLACE. A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23 AND 24,
BLOCK 1,
NICOLA DI DIGIACOMO ADDITION.

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME INTO A LOTS, AS SHOWN HEREON AND DESIGNATE THE SAME AS "NICOLA DI DIGIACOMO ADDITION REPLAT A", A SUBDIVISION OF A PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF LOUISVILLE AND THE PUBLIC THE DRAINAGE EASEMENTS AS SHOWN ON THE ACCOMPANYING PLAT AND DO FURTHER DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AND RIGHT-OF-WAY FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND ELECTRIC LINES, WORKS, POLES AND UNDERGROUND CABLES, GAS PIPELINES, HYDRANTS, DRAINAGE DITCHES AND DRAINS AND ALL APPURTENANCES THERETO, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE CITY OF LOUISVILLE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.

BY: _____
KARLA ANN DAKIN

Acknowledgement
COUNTY OF BOULDER } SS
STATE OF COLORADO }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015, A.D., BY KARLA ANN DAKIN, OWNER. WITNESS MY HAND AND OFFICIAL SEAL.

DATE _____ NOTARY PUBLIC _____

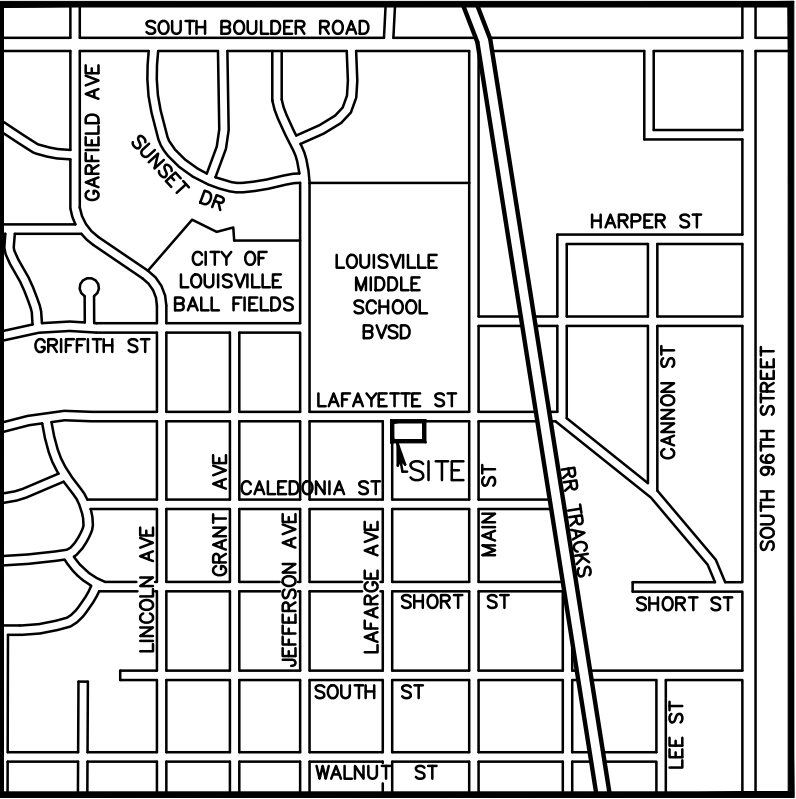
City Council Certificate
APPROVED THIS _____ DAY OF _____, 2015 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____, SERIES _____

MAYOR _____ CITY CLERK _____

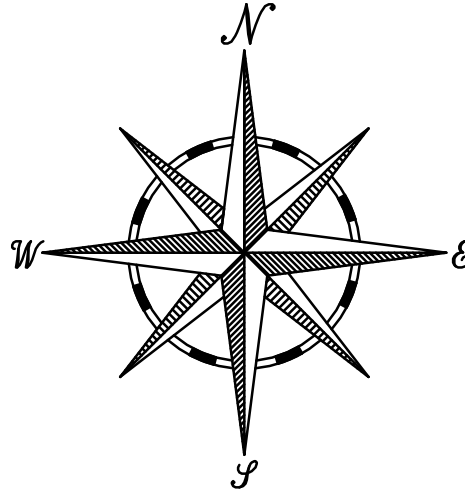
Planning Commission Certificate
RECOMMENDED APPROVAL THIS _____ DAY OF _____, 2015 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____, SERIES _____

Clerk and Recorder's Certificate
THIS SUBDIVISION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 2015 AND IS DULY RECORDED AS RECEPTION NUMBER _____
FEES: _____

CLERK AND RECORDER _____ BY: _____
COUNTY OF BOULDER DEPUTY
STATE OF COLORADO



Vicinity Map
SCALE: 1"=800'



Scale: 1" = 10'
0 5 10 20
U.S. SURVEY FEET

LOT 20

- Legend -

- S • FOUND #5 REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED "SELLARS LS 27615"
- 6"WC • FOUND 1 5/32" DIAMETER BRASS CAP WITH 1 3/4" LONG STEM MARKED "WC LS 27615"
- D • FOUND #5 REBAR WITH 2" DIAMETER ALUMINUM CAP LS 24305 SET BY FRANK N. DREXEL
- W.C. WITNESS CORNER
- CL CENTERLINE

Surveyor's Statement
I, STEVEN J. SELLARS, FOR AND ON BEHALF OF FLAGSTAFF SURVEYING, INC., HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS TRUE, CORRECT AND COMPLETE PLAT OF "NICOLA DI DIGIACOMO ADDITION REPLAT A" AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND SHOWS THE LOCATION AND DIMENSIONS OF THE LOT STAKED UPON THE GROUND IN COMPLIANCE WITH C.R.S. 38-50 THROUGH 38-53 GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2015 A.D.

STEVEN J. SELLARS
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 27615

- Notes:
- NO EASEMENTS ARE SHOWN ON THE PLAT OF NICOLA DI DIGIACOMO ADDITION THAT CROSS THE SUBJECT PROPERTY. A CURRENT TITLE COMMITMENT WOULD BE REQUIRED TO CHECK FOR OTHER (IF ANY) EASEMENTS OF RECORD.
 - ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
 - BASIS OF BEARINGS: ASSUMED SOUTH 89°29'31" WEST ALONG THE SOUTH LINE OF THE SUBJECT PROPERTY BETWEEN THE SURVEY MARKERS DESCRIBED HEREON.
 - THE SUBJECT PROPERTY CONTAINS 12452 SQUARE FEET (0.2329 ACRES).
 - SEE THE "IMPROVEMENT SURVEY PLAT" COMPLETED BY ME DURING MARCH 2015 FOR ADDITIONAL INFORMATION. THE PLAT IS FILED WITH THE BOULDER COUNTY LAND USE DEPARTMENT AS LS-15-_____
 - PER MUNICIPAL CODE, EACH PREMISE REQUIRES SEPARATE WATER AND SANITARY SEWER SERVICE. UPON THE SALE OF EITHER LOT, THE MUNICIPAL WATER AND SANITARY SEWER SERVICE LINES SHALL BE MODIFIED TO MEET REGULATIONS.

Flagstaff Surveying, Inc.
TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY, SUITE C
BOULDER, COLORADO 80305
303-499-9737
StevenSellars@FlagstaffSurveying.com

Planning Commission

Meeting Minutes

July 9, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chairman Pritchard called the meeting to order at 6:30 P.M.

Roll Call was taken and the following members were present:

Commission Members Present: Chris Pritchard, Chairman
Ann O'Connell, Secretary
Steve Brauneis
Jeff Moline
Tom Rice
Scott Russell

Commission Members Absent: Cary Tengler, Vice Chairman
Staff Members Present: Troy Russ, Director of Planning and Building Safety
Sean McCartney, Principal Planner
Scott Robinson, Planner II
Aaron DeJong, Director of Economic Development

Approval of Agenda:

O'Connell made motion and Brauneis seconded to approve the July 9, 2015 agenda. Motion passed by voice vote.

Approval of Minutes:

Brauneis made motion and O'Connell seconded to approve June 11, 2015 minutes. Motion passed by voice vote. Rice abstains.

Public Comments: Items not on the Agenda
None.

Regular Business – Public Hearing Items

- **1240 Lafarge–minor subdivision, Resolution No. 21, Series 2015:** A resolution recommending approval of a replat to subdivide a single 12,452 sf lot into two separate lots in the residential medium (RM) zone district, located at 1240 Lafarge Avenue, Lots 21-24, Block 1, Nicola DiGiacomo addition.
 - Applicant, Owner and Representative: Karla Dakin
 - Case Manager: Scott Robinson, Planner II

Conflict of Interest and Disclosure:
None.

Public Notice Certification:

Published in the Boulder Daily Camera on June 21, 2015. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building and mailed to surrounding property owners and property posted on June 19, 2015.

Staff Report of Facts and Issues:

Robinson presented from Power Point:

- Request for a minor subdivision to turn a lot of 12,452 sf into two smaller lots. The property is south of Louisville Middle School at the corner of Lafayette and Lafarge. It is zoned residential medium density.
- The lot when originally platted it was divided into 25' x 125' lots. This is composed of four lots now held as one parcel. In order to divide it, the applicant must go through the subdivision process.
- There is a 950 sf house located currently and two detached garages measuring 822 sf and 248 sf.
- The applicant intends to keep all existing structures, locating them on the northern lot which is designated Lot 2. The southern lot, Lot 1, would not have any structures after the subdivision.
- The proposal did not comply with the minimum lot size and lot width requirements of the Louisville Municipal Code (LMC). The applicant presented the Board of Adjustment (BOA) with a variance request in December 2014. The applicant has the variance to allow for the smaller lot size and lot width. The BOA approval does not guarantee approval of the replat from the Planning Commission (PC).
- 12,452 sf property could contain three units with 3,736 sf coverage and 4,358 sf floor area total under the Old Town Overlay Zoning Standards.
- Lot 2 would allow 2,450 sf coverage and 2,799 sf floor area. Lot 2 would measure a total of 7,000 sf.
- Lot 1 would allow 2,043 sf coverage and 2,451 sf floor area. Lot 1 would measure 5 a total of 5,448 sf.
- Staff report analysis revealed a neighborhood lot size average of 6,848 sf. Lot 2 would be slightly larger than average. Lot 1 would be slightly less than average.
- The new lots would be compatible with the surrounding neighborhood. No increase in the allowed dwelling units. Three units are currently allowed. Lot 2 would be allowed two units and Lot 1 would be allowed one unit.
- The 2013 Comprehensive Plan designates this area an urban neighborhood which calls for standard single family and small multifamily development. This subdivision would be compatible with the Comp Plan.
- The subdivision must comply with Section 16.16.060 of the LMC. Lot 1 does not meet some requirements. There must be a 50' minimum lot width and the length cannot exceed 2.5 times the width of the lot. Lot 1 would be 44' wide and would be 2.8 times the width. Modifications are allowed for hardship and public good. During the BOA procedure for the variance, the BOA found hardship. Staff finds there would be compatible development and more compatibility with the Comp Plan. Staff considers this for the public good sufficient for justification of modifications.

Staff Recommendations:

Staff recommends Planning Commission move to approve Resolution No. 21, Series 2015, a resolution recommending approval of a replat to subdivide a single 12,452 sf lot into two separate lots in the Residential Medium (RM) zone district, located at 1240 Lafarge Avenue, Lots 21-24, Block 1, Nicola DiGiacomo Addition, with no conditions.

Commission Questions of Staff:

Rice asks about the line chosen to divide the parcels. Was that driven by the improvements currently existing? Lot 1 does not comply with Criterion D, width, and Criterion C, depth. There

are 22 other parcels that are canvassed in this study including some on neighboring blocks. How many of those parcels do not meet the criteria?

Robinson says the existing house will comply with the setback requirements. This drove the location of the line. Robinson does not know how many parcels do not meet the criteria but those that are about the same size or smaller probably would not meet them.

Applicant Presentation:

Andy Johnson, 920 Lincoln Avenue, Louisville, CO

DAJ Design located at 922A Main Street, Louisville, CO

This is an unusually sized lot in Old Town. It is a four-lot property, definitely unique for anywhere in Old Town. To further clarify Commissioner Rice's question around the lot size and how the dividing line was set, currently there is a house on the property. It is an older home and a historic home. The desire is to keep the home. Landmarking is not being pursued at this time; however, this is something that is an option for the future. The house would definitely be a candidate. The idea is to try and keep reasonably-sized lots. Unfortunately, the house is not centered in the four lots to the point where it cannot be subdivided and keep the house. We are able to keep the house and reasonably have two sized lots compatible with the neighborhood. Looking at the profile of Lafarge, it is a mix of two-lot properties and three-lot properties. There are two three-lot properties located on the other side of Lafarge, one on the corner and one is midblock. We did have a discussion at the BOA Meeting around the general profile of Old Town and having a mix of different-sized lots. It seems that a four-lot property is unusually large. A 4,300 sf home is an unusually large home and it is certainly not out of the question that someone would conceivably build that in the future if the property sold as one property. The two three-lot properties both have newer homes and the likelihood of them changing is very small. The idea is to set the property line 5' off of the most southern edge of the existing home. This is what defined the property line. If you look at most double lot properties around Old Town, typically they don't comply with the minimum standards. I think this was done intentionally so that things like this would be reviewed and we can make intelligent decisions. The two properties that would be created with the subdivision are reasonably-sized properties, giving the corner lot a little more room because the setbacks are different, and a corner lot should have more space. Adding another lot to Old Town is a small incremental change as opposed to some of the developments being looked at in the near future such as DELO, Steel Ranch, and others around town. This is a very small change. It has a lower impact on the school system and on the neighborhood and traffic. The lot location being on Lafarge lends itself to having smaller structures and smaller properties. Being buffered with larger properties around the area allows this subdivision to work reasonably well. The home on the property is a historic home and it is important to subdivide and save the home.

Karla Dakin, 1240 Lafarge Avenue, Louisville, CO

I have lived on this property since 1998. I raised my son here and have been a part of the community for a long time. I have seen a lot of changes. When I bought the property, I bought it with a Low Doc, No Doc loan and since then, this product is no longer available. I have been unable to refinance which means I am past my flexible ARM and I am blessed that the interest rates have been low so I can stay. Part of my impetus behind this was the ability to sell the lot between myself and Chris and Terry and be able to stay in my home and refinance. The other big piece for me that is critical is I am a Landscape Architect and I have never been able to design my own garden. If you can see if you walk by, it is very much a case of the cobbler's shoes. This would give me an opportunity to design a beautiful garden and take advantage of everything on the north that up to this point, has been a vegetable garden and a wild and wooly prairie. I work on this property. I have turned one of the little garages into my studio and I know all of my neighbors. I would love to be able to stay here. This would be a great opportunity to allow me to do that.

Commission Questions of Applicant:

Moline asks what was the hardship case made to the BOA?

Johnson says the driving force was being a unique lot and the historic home. Based on a hardship in terms of an unusual lot size and unusual topographic features, I do not believe their decision was based on any of those decisions.

Public Comment:

Peter Stewart, 1132 Jefferson Avenue, Louisville, CO

I live a block and a half away from the subject property. I am not necessarily opposed to this but I am not super excited about it either. I am concerned about the loss of neighborhood character as a result of this proposed subdivision. Variation in lot size is really a principal characteristic of Old Town. It is what distinguishes Old Town from all the rest of the subdivisions in the City. As you know, there has been volumes of studies and research over the past 25 years that talk about the diversity needed in neighborhoods to make them work; the diversity of lot size, the diversity of house size, and those kinds of things. I think most of the conclusion is that diversity really brings greater livability and quality of life and a sense of place to a town and a neighborhood. As you know, the Old Town Overlay addressed a lot of issues in Old Town where there were a number of nonconforming lots with modifications, setbacks, and heights, and lot coverage. You will also note that they did not change the minimum lot size or minimum frontage properties. I think this is intentional to preserve the larger lots that are scattered around Old Town. I think this is somewhat of a unique lot but you could say that diversity is unique. There are probably 15 or 20 lots of this size with four-lot configuration. Another concern I have that is shared by the neighbors who wrote letters is the amount of building that can be built on the property. As Scott Robinson mentioned in the Staff presentation, there is a certain amount of lot coverage allowed and a certain amount of floor area allowed. This subdivision would bump up both of those numbers about 20%. It is significantly more than what is currently allowed. These are my thoughts and concerns and I hope you will find some way to mitigate the negative impacts that this might have on the neighborhood in Old Town.

Christine Meecham, 1220 LaFarge Avenue, Louisville, CO

I am a very new neighbor. I just purchased the home in January 2015 and just moved in in June. My daughter has lived in Louisville for a number of years and I have been looking off and on for probably five years to find the perfect grandma's house. I did find that on Lafarge. I would like to say is I am not really familiar with all the technicalities. I do love the character of the neighborhood, but if you come down the street, you will notice a big difference. On the west side of the street are newer homes with the exception of perhaps two. They seem to be a lot bigger lots. On our side of the street, the east side, I think my house was built in 1963 and it is about 1800 sf. Next to me is a barracks that was brought down from Wyoming, and then the lot in question. What I like about the neighborhood is it all seems to fit in and work very compatibly together. I moved from Salt Lake City and we had a neighborhood quite similar. Unfortunately, before they started doing planning, people were buying the homes much like I see happening in Louisville, tearing down the original structures or adding onto them, and building quite large structures that seemed to really unbalance the neighborhood. On our side of the street, it all looks very compatible in terms in size of the housing. I think this plan would continue to add to that. On the other side of the street are a lot of larger homes. It seems that work because they are on one side of the street versus the other. I would be in favor of this plan because it would continue with the compatibility and unique nature of the street on Lafarge.

Summary and request by Staff and Applicant:

Staff recommends approval.

Closed Public Hearing and discussion by Commission:

Russell says this reminds me of the Spruce property discussed a few years ago. We had a choice between a consolidated larger lot and two smaller lots or two smaller buildings. The general view, and I continue to have it, is that it is to the benefit of this neighborhood to allow for smaller footprints, smaller homes, not collectively but individually. I think it adds to the diversity. I understand the question about variance in lot size, but I do note that 11 of the 22 are within 10% of that average. I would argue that is not a particularly diverse range with the exception of couple of some really large lots. I am supportive. I think the rationale of smaller lots in that area makes a lot of sense to me.

Rice says I support the request and reason is I really think this is consistent with what is in that neighborhood. If we look at the other lots that are a part of the study, I think this new lot being created is pretty much in line with many of the other parcels there. I think the request is a reasonable one and it is consistent with what is there. I support it.

O'Connell is in support for the reasons stated with the consistency of the neighborhood. I recognize the concern about keeping the larger lot, but we are looking at larger homes versus more compact homes on two lots. I think it is with the flavor of this neighborhood. I am in favor.

Brauneis says I can wish that the economics were such that the whole lot could stay the same size in perpetuity, but I think the reality of it that the owner has the right to at least request this. I do also appreciate that having two lots does limit the size of the single structure that could be on the property going forward. I am in support.

Moline says this was an interesting one for me. In the end, I think the outcome that this approval gets is one that I support.

Pritchard is in support. I feel it fits the character of that neighborhood along Lafarge. Keeping the existing building is important to the community since there seems to be some value. It is consistent with the rest of that neighborhood.

Motion made by Russell to approve Resolution No. 21, Series 2015, seconded by Moline. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Cary Tengler	N/A
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	Yes
Motion passed/failed:	Pass

Motion passes 6-0.

Scott Robinson, AICP
Planner II
City of Louisville

June 24, 2015

RE: 1240 Lafarge Minor Subdivision

Dear Scott,

It is with great pleasure that I write you, in support of the proposed Minor Subdivision of 1240 Lafarge Ave., Louisville, Colorado. As a long-time resident on Lafarge Ave, and having recently historically designated my home at 925 Lafarge Ave, you are aware of my passion and affection for Old-Town Louisville.

What we have here has become so rare, that we now feel the need to provide financial incentives and create government entities for the sole purpose of preserving it. Unfortunately, although these efforts are helpful in preserving individual homes, it does little to address the larger issue of the historic and social fabric of this wonderful neighborhood. This, I believe, is where customized zoning can play a lead role.

Historic homes are wonderful, but just as important are the people they house, and the implicit diversity one achieves when affordability is coupled with intimacy. As market demands make this area ever-more expensive, it is the almost miniature nature of many of these homes that continue to make this a viable area to live for many. This is why we enjoy the lively interchange between senior citizens, families, singles, artists, designers, entrepreneurs and musicians.....many who moved here to escape the gentrification of surrounding communities.

—
So, when my neighbor and friend Karla Dakin told me of her desire to subdivide her property, I immediately thought, "what a wonderful way to insure the preservation of a small home while promoting the development of a new small home to a diminishing number of affordable housing in Old Town". I understand that zoning variances are often shunned for fear of "setting precedent", but in this case, I think we can all agree that this is a precedent worth setting. In closing, I urge you to approve this proposal.

Best Regards,



Mark Brunner
925 Lafarge Ave.
Louisville, CO 80027

Scott Robinson

From: Fred Berkelhammer <berkeltree@earthlink.net>
Sent: Wednesday, June 24, 2015 7:30 AM
To: Scott Robinson
Subject: 1240 LaFarge Subdivision

Scott Robinson, AICP

Planner II

City of Louisville

Dear Scott,

I have lived at 1034 LaFarge Ave (2 blocks South of Karla) for over 25 years. Karla is a great neighbor and an important member of the neighborhood. Her proposal to subdivide her plot makes sense to me in a few ways.

First, this has always been a neighborhood of working and retired people living in modest houses. The placement of one more small house on one more double lot will not change the character of the neighborhood in the least. Fairly dense placement of relatively small houses on deep, skinny lots feels right here, especially compared to the recent trend toward scraping the small houses and building gigantic houses.

Second, I would much rather see more families squeeze into available Old Town lots than create demand for massive apartment houses on the outskirts of Old Town, beyond the limits of most people's willingness to walk downtown. It is aesthetically more pleasing, environmentally more sound, and fiscally more responsible (as the infrastructure already exists). Additionally, I believe, we wouldn't be straining the tax payers as much.

Finally, Karla represents the best of Old Town Louisville: She is a hard working, productive member of our community, a mom and a business person. She has told me that selling half her lot will enable her to stay in her house, and improve her remaining landscape. In my business I travel around the county and visit peoples' yards; I have seen many of her creations. She is one of the very best landscape designers in this area, and the improvements she will make, funded by the sale, will be outstanding. She will beautify that corner, and she will stay in our neighborhood.

Please help us keep Old Town special, by allowing Karla to subdivide her lot.

Sincerely,

Fred Berkelhammer

1034 LaFarge Ave.

Scott Robinson

From: eulermk@aol.com
Sent: Tuesday, June 23, 2015 2:39 PM
To: Scott Robinson
Subject: 1240 Lafarge Minor Subdivision Application ~ Letter of Support

Dear Scott ~

My name is Mary Karen Euler, and I live in Old Town Louisville. Karla Dakin has asked that I email you in support of her subdividing her property at the above address, and I am happy to do so. Approval of the Subdivision would allow her to stay in her sweet home on the corner and provide her with the funds to continue her career here as a landscape architect, plus for the 1st time to be able to put her skills to work on her own yard. It would also ensure that a small home is built on the adjoining lot...as opposed to a developer purchasing the entire property as currently configured; scraping the existing home; and building a large house thereon. This has happened several times in the past few years on just the one block where I live, which is a concern to we old-timers who would like "Old Town" to remain the quaint and charming place that it is.

So, in summary, I believe that granting this Subdivision request would not only be beneficial to Karla, but also help to preserve the fabric of the Town of Louisville.

Sincerely,
Mary Karen Euler

Scott Robinson

From: Terry Maker <terry@terrymaker.com>
Sent: Friday, June 19, 2015 9:07 AM
To: Scott Robinson
Subject: 1240 Lafarge subdivision

Hi Scott,

I am writing on behalf of my neighbor Karla Dakin who lives at 1240 Lafarge Ave, right beside my property. I want to say that I am definitely in support of her proposed minor subdivision.

She is a great neighbor and I would love to see her stay in her house. She has expressed her desire to subdivide her property to build a small house on the empty land and remain in her existing home on the property. This is a good idea because I know she is interested in keeping the look and feel of old town by keeping her original home, instead of someone buying the entire property and scraping everything and building a huge house out of scale with the neighborhood.

This would also allow Karla the chance to design her own garden on the property. Karla is a nationally recognized landscape designer and this specially designed garden would only be a benefit for the neighborhood and for all those passing by to have the opportunity to see her amazing work.

Thank you for your time and consideration for Karla's proposed minor subdivision. Please feel free to contact me by email at: terry@terrymaker.com or phone: 303.665.2466 if you have any further questions.

Best,
Terry Maker

Scott Robinson

From: Paul Nicholas <paulnicholas77@gmail.com>
Sent: Friday, June 26, 2015 9:23 AM
To: Scott Robinson
Subject: RE: 1240 LaFarge Minor Subdivision

Dear Scott,

I support the minor subdivision of 1240 La Farge. Karla is a great neighbor and I would love to see her be able to stay in her house. I live right across the alley from her and I work in my office right off the alley. I'm of the strong opinion that keeping Karla's small house and adding another small house to the vacant portion of her property is much more appealing than an over sized house on the 4 lot parcel. I see no reason why I would object to her proposal

Paul Nicholas
1237 Main St.

--

Make sure to like our FB page below!

**Paul Nicholas
Pioneer Home Improvement, LLC**

**1237 Main St.
Louisville, CO
80027**

**paul@pioneerhi.com
[720.232.6537](tel:720.232.6537)**

**On the web at:
homeimprovementlouisvilleco.com**

**Or on Facebook at:
<http://www.facebook.com/pioneer.home.improvement.colorado>**

Peter Stewart

1132 Jefferson Ave. Louisville, CO. 80027 303-665-6668

August 10, 2015

Mayor Muckle
& Louisville City Council
749 Main Street
Louisville CO 80027

RE: Proposed Subdivision at 1240 LaFarge in Old Town

Mayor Muckle & Louisville City Council,

I have two significant concerns with this proposed subdivision:

1. Subdividing property below the minimum lot size requirements erodes the diversity of lot sizes in Old Town. Diversity of lot size is a significant defining characteristic of this neighborhood and contributes to the unique character of Old Town. Minimum lot size is important and necessary to maintain neighborhood character.
2. Incentives for increased Floor Area, and Lot Coverage, should not be offered to developers who seek to subdivide in Old Town. As proposed, along with the requested lot size waiver the developer will receive a 20% bonus in allowed Floor Area, and Lot Coverage. I believe an incentive to subdivide property is inappropriate and sets a bad precedence for the future.

Discussion

Variation in lot size is a unique characteristic that distinguishes Old Town from all other subdivisions in Louisville. In fact this physical diversity is a traditional small town attribute, which many people perceive as Louisville's "small town character". Subdivision of the few remaining so called large lots into lots matching average lot size, is destructive to this character feature.

Arguments that suggest subdivision of large lots into small lots, is desirable so all lots all match in size, totally miss the point about what makes Old Town and its diversity so unique and desirable. I also disagree with the notion that two homes on small lots are more desirable than a potentially large home on a large lot. One of my favorite "large" homes on a 100-foot lot is at 1045 LaFarge (its 4,088 SF including a 3 car garage, and just two blocks south of this property). Again it is this diversity which makes this neighborhood so unique and valued.

If all 100 foot wide lots in Old Town were similarly subdivided into lots below the minimum lot width it would clearly be destructive to neighborhood character and represent a substantial loss of traditional Old Town fabric.

Conclusion

Although I don't think subdividing property in Old Town is a good idea, this property is located in an area zoned for multifamily. Therefore, I think council can support this subdivision request, IF the existing Floor Area and Lot Coverage maximums are maintained, without increase, across the properties.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Peter Stewart", with a long horizontal stroke extending to the right.

Peter Stewart

Attachments follow:

Some Example 100-foot lots in Old Town



1045 Lafarge



1045 Lafarge



Old Town Louisville

RESIDENTIAL
LOTS 100x100'
OR LARGER



City Council – Public Hearing

1240 Lafarge – Minor Subdivision

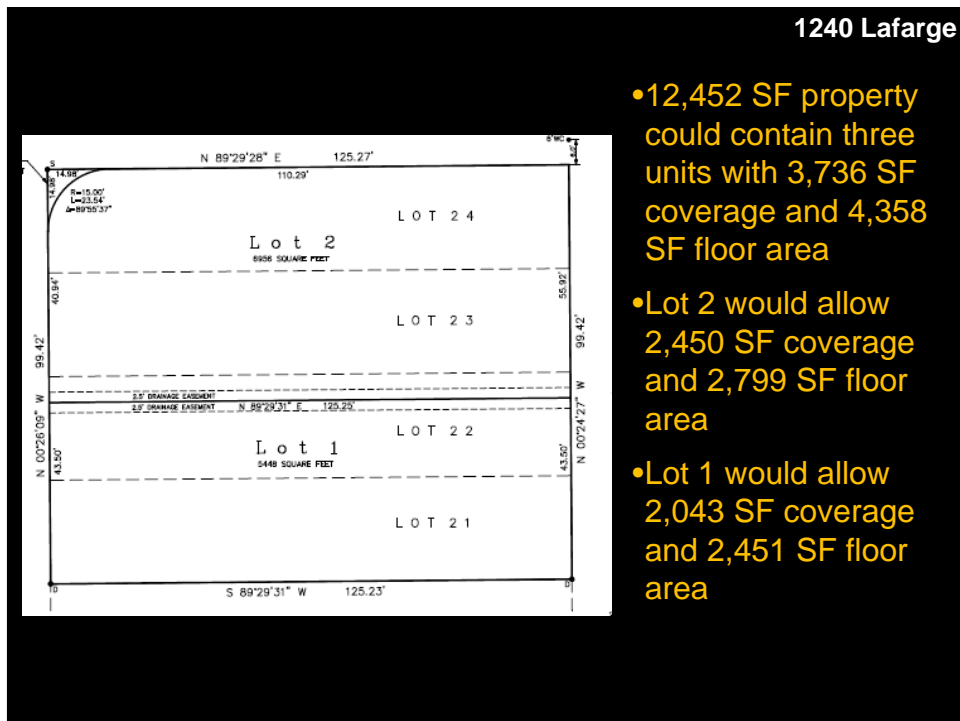
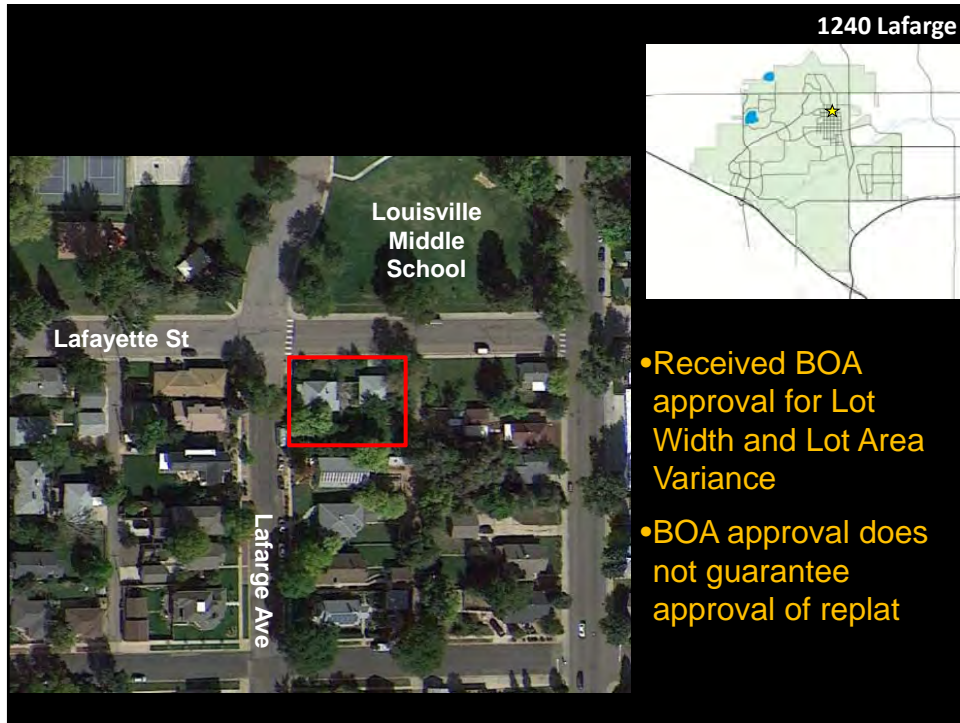
Resolution No. 57, Series 2015

A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 12,452 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL MEDIUM (RM) ZONE DISTRICT, LOCATED AT 1240 LAFARGE AVENUE, LOTS 21-24, BLOCK 1, NICOLA DiGIACOMO ADDITION

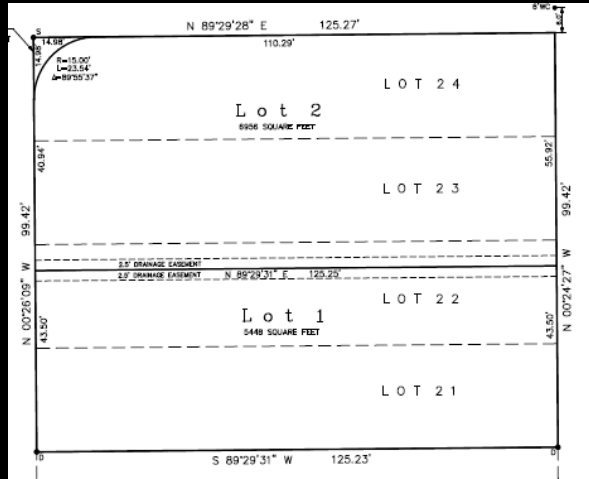
Prepared by:
Dept. of Planning & Building Safety





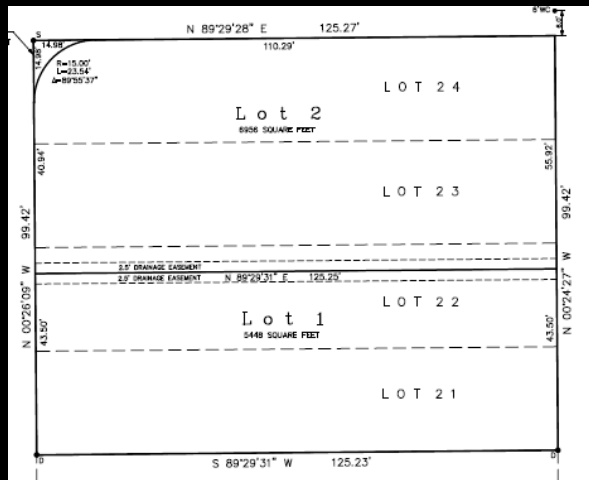


1240 Lafarge



- Lot 2 – 7,004 SF
- Lot 1 – 5,448 SF
- Neighborhood average is 6,848 SF
- New lots would be compatible with neighborhood
- No increase in allowed dwelling units
- Complies with 2013 Comprehensive Plan for this area

1240 Lafarge



- 16.16.060 requires 50 foot frontage and maximum length/width ratio of 2.5
- Lot 1 would be 44 feet with 2.84 ratio
- Modifications allowed for hardship and public good

Planning Commission unanimously recommended approval of the minor subdivision request.

Staff recommends City Council approve Resolution No. 57, Series 2015, a resolution approving a replat to subdivide a single 12,452 SF lot into two separate lots in the Residential Medium (RM) zone district, located at 1240 Lafarge Avenue, Lots 21-24, Block 1, Nicola DiGiacomo Addition, with no conditions.

**SUBJECT: APPROVE CONSTRUCTION SERVICES AGREEMENT WITH
CONCRETE EXPRESS, INC., FOR THE LAFAYETTE-
LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS
PHASE 1 CONSTRUCTION**

DATE: AUGUST 18, 2015

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

Staff recommends approval of a contract with Concrete Express, Inc. in the amount of \$3,569,145.87 and a staff controlled contingency of \$400,000 for construction of Phase 1 of the Lafayette-Louisville Boundary Area Drainage Improvement Project, which includes downtown floodplain mitigation drainage improvements from Highway 42 to Coal Creek.

On July 28, 2015 Staff received and opened bids for the Lafayette – Louisville Boundary Area Drainage Improvements Phase 1 Project. The bids received are listed below:

Contractor	Base Bid
Concrete Express, Inc	\$3,569,145.87
American Civil Constructors	\$3,983,111.00
RBK Construction	\$3,996,775.50
American West Construction	\$4,148,044.25
L & M Enterprises	\$4,195,930.63

The project will construct approximately 7200 feet of drainage channel and associated drop structures, trail replacement and pedestrian bridges on the Harney Lastoka Open Space property and the Mayhoffer property between Lafayette and Louisville.

BACKGROUND:

In May of 2011, McLaughlin Water Engineers, a consultant hired by Urban Drainage and Flood Control District (UDFCD), completed the Lafayette-Louisville Boundary Outfall Systems Plan (Plan). The Plan identified insufficient drainage facilities to convey the 100 year storm event from downtown Louisville to Coal Creek via natural and man-made drainage ways through the Harney Lastoka Open Space.

In 2012, the City partnered with the UDFCD and the City of Lafayette through an Intergovernmental Agreement (IGA) to fund a project to design and construct a portion of the Plan between Louisville and Lafayette. Without these improvements, areas of downtown Louisville and Lafayette would remain in the floodplain and be subject to flooding and flood insurance premiums.

SUBJECT: LAFAYETTE-LOUISVILLE DRAINAGE PH. 1 CONSTRUCTION AGREEMENT**DATE: AUGUST 18, 2015****PAGE 2 OF 3**

In 2013, UDFCD hired Olsson Associates to complete a final design for upgraded drainage infrastructure between downtown Louisville and Lafayette into Coal Creek. The design was separated into two phases due to the different types of work involved. Phase 1 of the project is east of South 96th Street (State Highway 42) and mainly consists of drainage channel work (earthwork), drop structures, trails and pedestrian bridges. Phase 2 of the project is west of S 96th Street (State Highway 42) and mainly consists of storm sewer piping, inlets, manholes and utility relocations. Currently, the final design for Phase 2 is at 90% and will be bidding in fall of 2015. Phase 2 schedule assumptions are dependent upon easements being negotiated with one outstanding property owner.

FISCAL IMPACT:

The breakdown of estimated project costs is listed below:

	PHASE 1	PHASE 2	TOTAL
Engineering (Olsson)	\$507,000.00	\$410,000.00	\$917,000.00
Easements	\$99,590.00	\$13,000.00	\$112,590.00
Construction	\$3,569,145.87	\$2,900,000.00*	\$6,469,145.87
Const. Management & Testing (Olsson)	\$200,000.00	\$150,000.00*	\$350,000.00
Contingency	\$400,000.00	\$600,000.00	\$1,000,000.00
TOTAL	\$4,775,735.87	\$4,073,000.00	\$8,848,735.87

*Estimates

The engineer's estimate for the Phase 1 construction portion was \$4,178,194. The project funding source amounts are detailed below.

Project Revenue Sources

Lafayette IGA Contribution	\$ 858,437
UDFCD IGA Contribution	\$1,297,500
Louisville Stormwater Fund IGA Contribution	\$1,297,500
Louisville State Revolving Fund Loan	\$5,790,000
Total Project Revenue:	\$9,243,437

Any recognized savings from the project will be reviewed and recognized in future Utility financial planning and utility rate considerations.

RECOMMENDATION:

Staff recommends City Council award the construction agreement to Concrete Express, Inc. for \$3,569,145.87 and authorize staff to contract addenda up to \$400,000.00 for

SUBJECT: LAFAYETTE-LOUISVILLE DRAINAGE PH. 1 CONSTRUCTION AGREEMENT

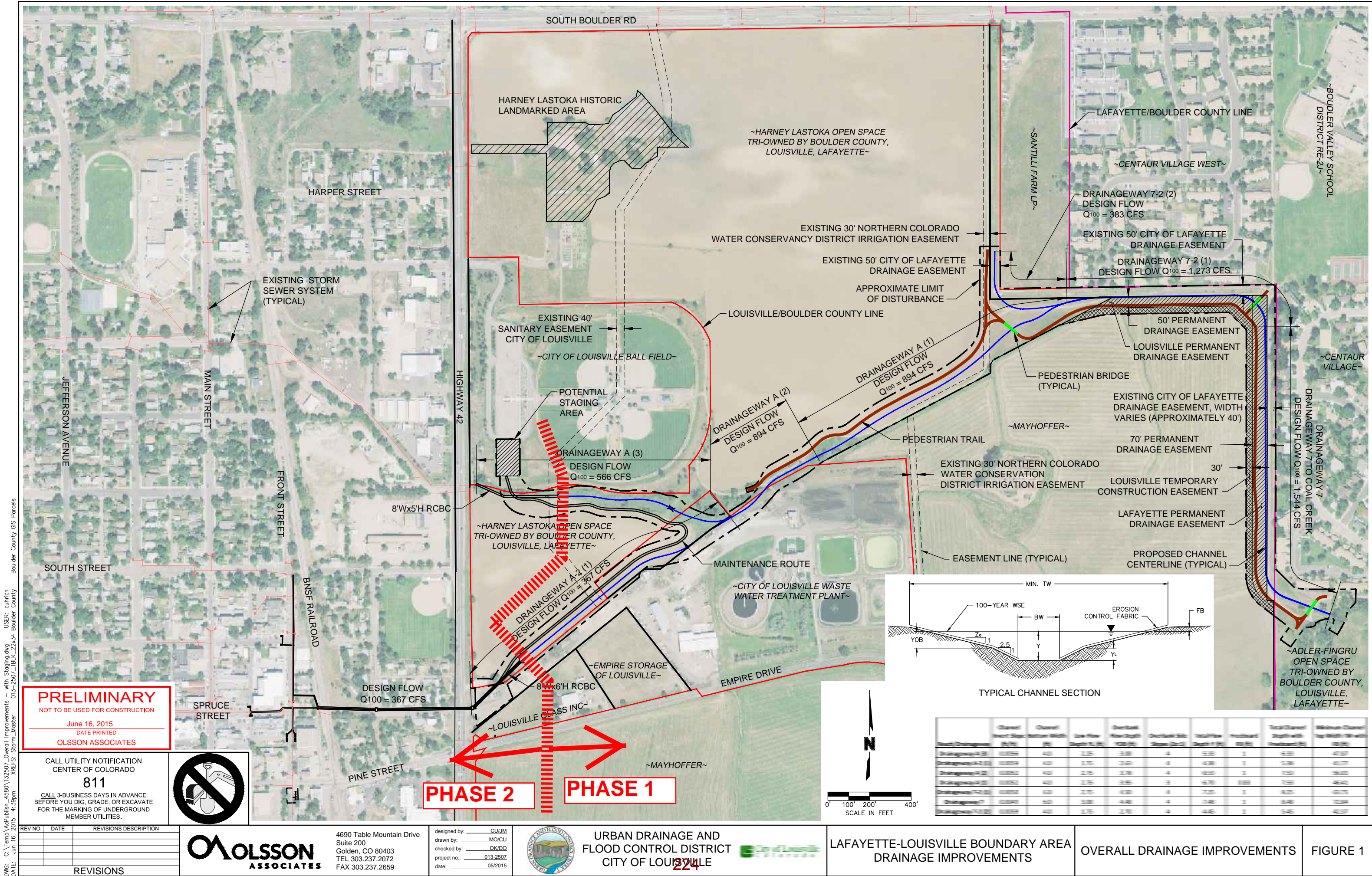
DATE: AUGUST 18, 2015

PAGE 3 OF 3

additional work and project contingency, as well as authorize the Mayor and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Project Overall Map
2. Agreement



AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of August in the year 2015 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Concrete Express Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: LAFAYETTE/LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENT
PROJECT: PHASE I
PROJECT NUMBER: 053-499-55840-99

CONTRACTOR shall complete all Work as specified or indicated in the Contract documents. This Contract is subject to all requirements of the State Revolving Fund (SRF) program including, but not limited to American Iron and Steel (AIS), Disadvantaged Business Enterprise, and Davis Bacon wages per wage determination number CO150012 6/05/2015 CO12 and Exhibit A.

CONTRACTOR must comply during bidding and construction with the SRF required bid specifications found in Sections 01800 through 01802.

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work by May 25, 2016 and within **160 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **180 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.
- 2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **EIGHT HUNDRED DOLLARS (\$800)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental

or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of Three Million Five Hundred Sixty Nine Thousand One Hundred Forty Five Dollars and Eighty Seven Cents (\$3,569,145.87) as set forth in the Bid Form of the CONTRACTOR dated July 28, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 **PROGRESS PAYMENTS.** OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the

Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions.
- 6.7 General Requirements.
- 6.8 Technical Specifications listed in the Table of Contents and found on the Urban Drainage and Flood Control District website at http://www.udfcd.org/downloads/down_dist_spec.html.
- 6.9 Drawings with each sheet bearing the title: **Lafayette/Louisville Boundary Area Drainage Improvements Project: Phase I**
- 6.10 Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1 Addenda No. 1 to 4 exclusive
 - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.10.3 Schedule of Subcontractors
 - 6.10.4 Anti-Collusion Affidavit
 - 6.10.5 Certification of EEO Compliance
 - 6.10.6 Notice of Award

- 6.10.7 Performance Bond
- 6.10.8 Labor and Material Payment Bond
- 6.10.9 Certificates of Insurance
- 6.10.10 Notice to Proceed
- 6.10.11 Contractor's Proposal Request
- 6.10.12 Contractor's Overtime Request
- 6.10.13 Field Order
- 6.10.14 Work Change Directive
- 6.10.15 Change Order
- 6.10.16 Application for Payment
- 6.10.17 Certificate of Substantial Completion
- 6.10.18 Claim Release
- 6.10.19 Final Inspection Report
- 6.10.20 Certificate of Final Completion
- 6.10.21 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.
2. Special Provisions and Detail Drawings.
3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on August 18, 2015.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: Concrete Express Inc.

By: _____
Robert P. Muckle, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

2027 West Colfax Ave.
Denver, CO 80204

Attention: City Engineer

SUBJECT: PUBLIC HEARING – 550 SOUTH MCCASLIN URBAN RENEWAL PLAN

- 1. RESOLUTION NO. 58, SERIES 2015 – A RESOLUTION APPROVING THE 550 SOUTH McCASLIN URBAN RENEWAL PLAN, DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS PURSUANT TO THE 550 SOUTH MCCASLIN URBAN RENEWAL PLAN, AND FINDING THAT THE ACQUISITION, CLEARANCE, REHABILITATION, CONSERVATION, DEVELOPMENT, REDEVELOPMENT OR A COMBINATION THEREOF OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE CITIZENS OF THE CITY OF LOUISVILLE (*Public hearing notice published Daily Camera July 14, 2015*)**
- 2. RESOLUTION NO. 59, SERIES 2015 – A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION**

DATE: AUGUST 18, 2015

PRESENTED BY: AARON DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

Staff is asking Council to take two actions. First, adopt a Resolution approving an Urban Renewal Plan for 550 S. McCaslin Blvd, the former Sam's Club Property. Second, adopt a Resolution approving amendments to the Cooperation Agreement between the City and the Louisville Revitalization Commission (LRC).

The proposed Urban Renewal Plan is intended to reduce, eliminate and prevent the spread of blight within the urban renewal area at 550 S. McCaslin, the former Sam's Club. The objectives of the Plan include the following:

- Create a retail rich environment where area businesses and residents can be successful
- Re-tenant or redevelop the property
- Increase retail activity by encouraging occupancy of the property

Approving the Plan would give the Louisville Revitalization Commission (LRC) certain abilities to address the blighting factors preventing redevelopment of the former Sam's Club building on the property. Those abilities include:

- **Develop and approve a project description**
- **Issue an RFP to solicit proposals for redevelopment** Such proposals could come from any interested parties including the property owner, interested retailers and/or developers. An RFP would ask for proposals specifying:
 - + Improvements planned for the site
 - + Proposed uses and activities
 - + Time frames for completing the proposed redevelopment actions
 - + Requested City financial assistance, if any, such as sales tax rebates
 - + How costs (including potential legal costs) would be financed
- **Negotiate a proposed redevelopment agreement and submit the proposed redevelopment agreement to City Council for approval**
- **Use the power to acquire property by purchase through eminent domain as authorized by the Urban Renewal Law to alleviate the qualifying conditions.**

The Plan specifies in section 4.2.1 that any proposal to acquire property under the power of eminent domain must first be approved by the affirmative vote of two-thirds of the entire Louisville City Council. These abilities would be further subject to the terms of a Cooperation Agreement (including proposed amendments to that Agreement) between the City and the LRC. Section 5.d of that Agreement requires City Council approval of any redevelopment agreement or other contract to carry out the purposes of the Plan.

BACKGROUND:

The property located at 550 South McCaslin Boulevard encompasses approximately 13.16 acres in the McCaslin Boulevard area of Louisville and was formerly occupied by a Sam's Club facility, but has remained vacant since the store's closing in early 2010. The store's closing has caused significant declines to the retail activity in and around the area. The building is 127,000 square feet in size and cannot be divided into smaller spaces without significant expense. Private restrictive covenants placed on the property prevent many of the most viable potential reuses of the current building. The property has a lack of full maintenance creating an impression the area is deteriorating. The McCaslin Boulevard area is the main retail sales tax generating area in Louisville and the minimal use of the property is lessening the retail viability of the area.

Wal-Mart actively marketed the property for over 3 years with brokerage firms CBRE and SRS Realty. They were unsuccessful in finding a new owner for the building for a retail purpose. Centennial Valley Investment, LLC (Centennial Valley) and Seminole Land Holdings, LLC purchased the property in January 2014.

The City Council on May 6, 2014, directed staff to commission a Conditions Survey. The Conditions Survey identified 4 blighting factors on the property. They are:

- 1) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness:
 - a. Lot configuration results in former Sam's Club building being narrow and deep with respect to the front entrance, rather than shallow and wide
 - b. Building orientation makes it difficult to partition effectively; resulting spaces would be too narrow and deep for adequate retail layout
 - c. Other non-retail uses that might be compatible with a deep, narrow layout are prohibited
- 2) Deterioration of site or other improvements:
 - a. Facility is 127,000 square feet with a 600+ car parking lot, requiring significant upkeep expenses
 - b. Currently only used during a small portion of the time by a community church, which does not generate the revenue needed for full maintenance
 - c. Potholes, cracked parking curbs, and other signs of lower maintenance levels are evident
- 3) Defective or unusual conditions of title rendering the title nonmarketable:
 - a. Restrictive covenants put in place at time of development to limit competition between tenants and sharply limit entertainment uses
 - b. Most notable restriction is that no competing grocer to Albertson's is allowed
 - c. More broad restrictions put in place during sale from Sam's Club to current owners after the store closed; this includes no stores selling a range of merchandise "at a discount" allowed, which is the use the site was originally developed for, and additional restrictions on entertainment uses
 - d. Viable tenants who would fully utilize the property would likely be prevented from doing so
- 4) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.
 - a. Underutilized property
 - b. Parking lot sits mostly empty during normal business hours
 - c. Community Church uses a small portion of the property during only a small portion of the week

These blighting conditions limit the ability to re-tenant or redevelop the building for retail purposes.

The City Council made a blight determination by approving Resolution No. 60, Series 2014 on October 7, 2014. Council did not give direction at that time to begin preparation of an Urban Renewal Plan to address the blighting factors. The property

owner, Centennial Valley and the tenants, Low Cost Furniture and Ascent Church, consented to the blight determination.

The City Council directed staff to prepare an Urban Renewal plan for the property on January 20, 2015.

A public meeting was held on July 6, 2015 to summarize the Urban Renewal Plan and answer questions from businesses and residents. Approximately 40 people attended. Staff gave a presentation of the Urban Renewal Plan and the reasons for it. Most of the questions from the audience related to what uses are currently allowed on the property, what uses would be allowed on the property, and the processes required to change the use of the property.

One step in the adoption of an Urban Renewal Plan is that the proposed plan must be submitted the City's Planning Commission for its review and recommendation as to its conformity to the City's Comprehensive Plan. The Planning Commission reviewed the Plan at its July 9, 2015 and approved its Resolution 23, Series 2015 finding the Urban Renewal Plan to be in conformity to the Comprehensive Plan.

In accordance with State of Colorado Statutes, the Urban Renewal Plan has also been sent to the Boulder County Commissioners and Boulder Valley School District, notices mailed to the property owners and businesses within the Plan area, and published in the Boulder Daily Camera on July 14, 2015.

DISCUSSION:

The blighting factors identified on the property continue to limit potential for redevelopment or re-tenanting the building. Staff has developed the attached Urban Renewal Plan to provide tools to address the blighting factors on the property.

The Urban Renewal Plan Boundary map is included in the attached Urban Renewal Plan as Figure 1. The boundaries of the Urban Renewal Area are the property lines for 550 South McCaslin Boulevard, the vacant Sam's Club property.

Per state law, an urban renewal plan is subject to City Council approval and must be in place for the Louisville Revitalization Commission to undertake any projects.

Proposed 550 S. McCaslin Urban Renewal Plan

The proposed Urban Renewal Plan is general in nature and supported by a conditions survey prepared in July 2014 (included as an attachment). Elements of the Plan include descriptions of the area, qualifying conditions of blight, redevelopment actions, and project financing.

If approved, the LRC, as an urban renewal authority whose members are approved by City Council, will implement Urban Renewal Plan.

Some specifics of this Urban Renewal Plan include the following:

- 1) Section 2.1, Qualifying Conditions – The Plan reiterates the 4 blighting factors found and adopted in City Council Resolution 60, Series 2014. Those factors have been described above. The property owner and tenants of 550 S. McCaslin have consented to the determination of blight on the property and to inclusion of the property in an urban renewal area and plan.
- 2) Section 2.3, Planning Commission Approval – The Plan has been reviewed by the Planning Commission as to its conformity with the Comprehensive Plan.
- 3) Section 2.4, Consultation – The Plan has been submitted to the County and the Boulder Valley School District. Such submittal was mailed by July 14, 2015.
- 4) Section 2.7.1 – One or more of the projects may require the use of eminent domain to acquire Property within the Plan Area as provided in this Plan. Such actions may be necessary to eliminate defective or unusual conditions of title rendering the title nonmarketable to prevent the spread of blight.
- 5) Section 3.1, The Plan as a Tool – The objectives for the Plan include the following:
 - Create a retail rich environment where area businesses and residents can be successful.
 - Re-tenant or redevelop the property.
 - Increase retail activity by encouraging occupancy of the property.
- 6) Section 3.2, Plan Conforms to the City of Louisville Comprehensive Plan - This Plan is intended to not only comply with the State statute, but also to conform to the desires of the Louisville community as embodied in the Louisville Comprehensive Plan (“Comprehensive Plan”). The Comprehensive Plan defines the area as the focal point for a regionally significant commercial activity center and shall remain the City’s primary retail center that is supported by a mix of land uses including retail, office and residential.
- 7) Section 4.1, Redevelopment and Rehabilitation Actions – LRC is authorized to negotiate and enter into Redevelopment Agreements and Cooperation Agreements with landowners, developers, the City of Louisville, and investors regarding appropriate projects throughout the Plan Area which will generate increased sales and property tax revenues, and to enter into any other agreements authorized or permitted under the Urban Renewal Law or other law.

- 8) Section 4.2, Property Acquisition – The power of eminent domain as authorized by the Urban Renewal Law may be used to alleviate the qualifying conditions. Eminent domain authority is limited only to property within the Urban Renewal Area. Prior to use of eminent domain authority, the City Council must approve such use by a two-thirds affirmative vote.
- 9) Section 5.1, Tax Increment Financing – This Plan does **not** authorize use of tax increment financing pursuant to Section 31-25-107(9), C.R.S. The use of tax increment financing within the Plan Area can only be authorized by amendment to this Plan.

The Urban Renewal Plan does not include any proposed changes to existing zoning, development standards or review procedures, density, design guidelines or other land use plans or regulations. Rather, the proposed Urban Renewal Plan provides that it will follow and seek to implement the Comprehensive Plan and small area plans developed and adopted by Planning Commission and City Council.

The current zoning for 550 S. McCaslin Blvd. is PCZD – Commercial/Residential under the Centennial Valley Zoning. The Commercial component to the zoning applies to this property. The uses outlined in City Code for PCZD-Commercial are:

1. Any retail trade or service business;
2. Professional, business and administrative offices;
3. Motels and hotels;
4. Cultural facilities, such as museums, theaters, art galleries and churches;
5. Pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibit facilities, statuary, fountains and landscaping features;
6. Outdoor specialty uses, including sidewalk cafes and outdoor marketplaces to provide unique congregating places for sales and shopper interests;
7. Recreational facilities, both indoors and outdoors, such as ice skating and roller skating rinks which may be designed as integral parts of a center;
8. Restaurants, both indoor and drive-in types, food-to-go facilities, sidewalk cafes;
9. Hospitals and medical clinics;
10. Transportation terminals, parking lots and parking buildings;
11. Animal hospitals and clinics;
12. Automobile service stations, subject to prescribed performance and development standards;
13. Nursing and rest homes;
14. Small and large child care centers;
15. Financial offices, including banks and savings and loans;

16. Accessory structures and uses necessary and customarily incidental to the uses listed in this section;
17. Governmental and public facilities;
18. Research/office and corporate uses, and facilities for the manufacturing, fabrication, processing, or assembly of scientific or technical products, or other products, if such uses are compatible with surrounding areas. In addition, such facilities shall be completely enclosed and any noise, smoke, dust, odor, or other environmental contamination produced by such facilities, confined to the lot upon which such facilities are located and controlled in accordance with all applicable city, state, or federal regulations;
19. Other uses as established by the city council as found to be specifically compatible for commercial and office planning areas.
20. Limited wholesale sales as defined in section 17.08.262 of this title are allowed as a special review use.
21. Retail marijuana stores and retail marijuana testing facilities.
22. Mobile retail food establishments, mobile food vehicles and mobile vending carts subject to prescribed performance and development standards outlined in section 17.16.310.

While the above describes the general menu of PCZD – Commercial uses under the zoning code, uses are further limited by the PCZD General Development Plan, which provides for a Commercial / Retail designation for the property. The uses on the property are also limited by private restrictive covenants among the commercial property owners bounded by McCaslin, Dillon, Cherry, and Dahlia streets. Those restrictions include:

- No general merchandise discount department store other than on Lot 2 (Sam's Club)
- No supermarkets other than on Lot 1.
 - Other lots can have less than 5,000 sf devoted to retail sale of food for off-premise consumption
- Only Lot 2 may have an optical center
- Pharmacy only on Lots 1 and 2
- No more than 2 banks, unless banking is incidental to the primary use
- Only one fuel station
- Only one drive-thru restaurant selling hamburgers or ground beef products
- Limited entertainment uses

At the time Centennial Valley purchased the property, the previous owner, Walmart, required an additional restriction limiting uses further to no stores selling a range of merchandise "at a discount" allowed, which is the use the site was originally developed.

Steps for Plan Implementation

Under the Urban Renewal Law, the City Council decides whether to approve an urban renewal plan for a proposed urban renewal area. If a plan is approved, the Urban Renewal Authority is then authorized to undertake projects to carry out the plan consistent with the Urban Renewal Law, the plan and any related agreement, including in this case the City-LRC Cooperation Agreement. For a redevelopment project, the Authority, as an initial step, will develop and approve a project description.

Within the redevelopment context, among the powers authorized to the LRC are the powers to negotiate and enter into redevelopment agreements, acquire and dispose of property, provide for improvements to carry out the plan, and undertake other activities. Redevelopment agreements may include contractual provisions intended to carry out the community's objectives in adopting the plan. For example, a redevelopment agreement can establish land use restrictions and covenants; set timelines and deadlines for the commencement or completion of a project or project improvements; establish operating requirements for uses; establish arrangements for acquisition and disposition of property in the area, and detail financial agreements for project costs.

If the LRC decides to acquire and then dispose of property, either through eminent domain or voluntary agreement, City Council approval would be needed under the terms of the Urban Renewal Plan.

Under the Urban Renewal Law, an urban renewal authority is authorized to dispose of real property in an area to private persons only under reasonable competitive bidding procedures determined by the authority. Under these provisions, a request for proposals (RFP), for which public notice by publication is required, is used to solicit proposals for redevelopment from interested persons. The urban renewal authority then considers the redevelopment proposals received and may negotiate with any person for a redevelopment agreement that includes provisions for acquisition and transfer of property. Under these and related provisions, urban renewal authorities have the power to condemn property to remove blighting title conditions and then transfer the property subject to covenants, conditions and restrictions as are in the public interest or necessary to carry out the plan. As noted above, any redevelopment agreement of the LRC is subject to City Council approval.

In sum, if the LRC chooses to pursue a project under which it would acquire and then re-convey the property, typical steps would include development and approval of a project description, issuance of an RFP to solicit proposals for redevelopment, negotiations for a redevelopment agreement, submission of the proposed redevelopment agreement to City Council, and thereafter steps to carry out the redevelopment agreement. Any exercise of eminent domain would require City Council consent; if the LRC is to acquire property and then transfer it to a private party, it must have the fee owner's consent or follow other detailed requirements.

City / LRC Cooperation Agreement

The City and LRC are parties to a Cooperation Agreement which provides for City Council oversight and cooperation among the parties concerning activities of the LRC. The City and LRC first entered into a Cooperation Agreement in 2006. A copy of the current Cooperation Agreement is attached. The Cooperation Agreement applies to activities of the LRC generally, but was first entered into in conjunction with the adoption of the Highway 42 Urban Renewal Plan and some provisions are tied to provisions of that plan. Therefore, staff proposes amendments to the current Cooperation Agreement, as follows:

- 1) Section 5.c and 5.d would be revised to confirm City Council approval is required for any redevelopment agreement or for any sales tax TIF under any urban renewal plan. The current language is tied to the Highway 42 Plan.
- 2) Section 10 would be revised to clarify that provisions of the section—regarding continuing cooperation— apply to any urban renewal plan approved by City Council.
- 3) Section 16 would be amended to reflect that organizational documents (LRC Bylaws) have been revised; the Mayor is a member of the LRC.
- 4) Section 4.a would be revised to update the Costs and Expenses balance.

Attached is a revised Cooperation Agreement proposed for Council approval. The attachment shows changes to the current Cooperation Agreement in redline format.

Options

The following are options/actions/routes that City Council has available to address the continued vacancy at 550 S. McCaslin.

- 1) Encourage a retail use by addressing the blighting factors present on the property through the Urban Renewal Plan.
- 2) Consider a rezoning of the property to allow for a wider range of uses beyond what is currently allowed. Under the City Code, rezonings can be initiated by the owner or the Planning Commission or City Council. While a rezoning is identified here as an option for the site, rezonings are subject to separate public hearing procedures and City Council should not discuss the substance or merits of a rezoning as part of this urban renewal plan agenda item.
- 3) Continue to encourage private parties to independently identify a use for the existing building that meets the zoning and private restrictive covenants, either in their current form or through covenant changes agreed on by the private owners.

SUBJECT: 550 SOUTH MCCASLIN BLVD. URBAN RENEWAL PLAN

DATE: AUGUST 18, 2015

PAGE 10 OF 10

RECOMMENDATION:

City Council conduct a public hearing on the proposed 550 South McCaslin Urban Renewal Plan. Staff recommends Resolution No. 58, Series 2015, approving the Urban Renewal Plan. Staff recommends Resolution No. 59, Series 2015 approving an Amended and Restated City-LRC Cooperation Agreement. If desired, City Council may open and conduct the public hearing on proposed Plan at its August 18 meeting and then continue the hearing and/or its consideration of the resolution to the next Council meeting (September 1).

ATTACHMENT(S):

1. Presentation
2. Planning Commission Resolution
3. Resolution Approving 550 South McCaslin Urban Renewal Plan
4. 550 South McCaslin Urban Renewal Plan
5. 550 South McCaslin Conditions Survey
6. Resolution Approving Amended and Restated Cooperation Agreement
7. Amended and Restated Cooperation Agreement between City and LRC
8. Public Notices, Referral Letters, Corporate Letters

550 S. McCaslin
Urban Renewal Plan
and
Cooperation Agreement
Amendment

Aaron DeJong
August 18, 2015

Two Action Items

- Resolution approving an Urban Renewal Plan for 550 S. McCaslin Blvd, the former Sam's Club Property
- Resolution approving amendments to the Cooperation Agreement between the City and the Louisville Revitalization Commission (LRC)

Actions To Date

- Council directed a Conditions Survey in May 2014
- Conditions Survey completed in July 2014
- Council determined the property blighted October 2014
 - Resolution 60 Series 2014
- Council directed UR Plan preparation January 2015

Actions To Date

- LRC reviewed draft UR Plan June 2015
- Public Q & A meeting July 6, 2015
- Planning Commission reviewed draft UR Plan July 9, 2015
 - Approved Resolution 23, Series 2015 finding the UR Plan in conformity to the Comp. Plan
- Notices sent to Property Owner and businesses, County, BVSD and posted in Daily Camera July 14, 2015

UR Plan Objectives

The objectives for the Plan include:

- Create a retail rich environment where area businesses and residents can be successful
- Re-tenant or redevelop the Property
- Increase retail activity by encouraging occupancy of the Property

UR Plan: Conformity with Comp Plan

The Comprehensive Plan states the McCaslin Urban Center shall:

- Serve as the focal point for a regionally significant commercial activity center
- Remain the City's primary retailing center that is supported by a mix of land uses including retail, office and residential

Planning Commission reviewed UR Plan and found it to be in conformity with the Comp Plan

550 S. McCaslin UR Plan

- Sam's Club closed January 2010
 - 13 acre property
 - 128,000 sf building sitting mostly vacant
- New owner as of January 2014
- Several concerns arise from the vacancy:
 - Reduces the viability of adjacent properties
 - Could contribute to neighborhood decline
 - Weakens the McCaslin Corridor

Plan Area



Blight Factors

- Blight finding identified the following factors present:
 1. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements
 2. Defective or unusual conditions of title rendering the title non-marketable
 3. Faulty Lot Layout
 4. Deterioration of site or other improvements

Blight Factors

1. Substantial Physical Underutilization or Vacancy of Buildings or Sites
 - Underutilized property
 - Parking lot sits mostly empty during normal business hours
 - Community Church uses property during only a small portion of the week
 - High profile location at gateway into Louisville from US 36
 - One of the main anchor retail properties in shopping area

Blight Factors

2. Defective or unusual conditions of title rendering the title non-marketable
 - Developed in 1990s as part of a retail center
 - Restrictive covenants put in place at time of development to limit competition between tenants and sharply limit entertainment uses
 - Limits several uses

Blight Factors

- Restrictive Covenants
 - No general merchandise discount department store other than on Lot 2
 - No supermarkets other than on Lot 1.
 - Other lots can have less than 5,000 sf devoted to retail sale of food for off-premise consumption
 - Only Lot 2 may have an optical center
 - Pharmacy only on Lots 1 and 2
 - No more than 2 banks, unless banking is incidental to the primary use
 - Only one fuel station
 - Only one drive-thru restaurant selling hamburgers or ground beef products

Blight Factors

- **Restrictive Covenants**
 - More broad restrictions put in place during sale from Sam's Club to current owners after the store closed (owner can buy out restriction)
 - No stores selling a range of merchandise "at a discount" allowed, the use for which the site was originally developed
 - Viable tenants who would fully utilize the property would likely be prevented from doing so

Blight Factors

3. Faulty Lot Layout

- Lot configuration results in former Sam's Club building being narrow and deep with respect to the front entrance, rather than shallow and wide
- Building orientation makes it difficult to partition effectively; resulting spaces would be too narrow and deep for adequate retail layout
- Other non-retail uses that might be compatible with a deep, narrow layout are prohibited

Blight Factors

Faulty
Lot
Layout



Blight Factors

4. Deterioration of Site and Other Improvements

- Facility is 127,000 square feet with a 600+ car parking lot, requiring significant upkeep expenses
- Currently only used during a small portion of the time by a community church, which does not generate the revenue needed for full maintenance
- Potholes, cracked parking curbs, and other signs of lower maintenance levels are evident

Blight Factors

- Blighting factors continue to limit potential for redevelopment or re-tenanting the building
- The Urban Renewal Plan outlines the tools available to address the blighting factors
- Approving a plan must follow rules in State Statute
 - Planning Commission review as to its conformity with the Comp Plan

Power of Eminent Domain

Plan Authorizes LRC to use eminent domain...

- Only as authorized by the Urban Renewal Law to alleviate qualifying conditions
- Only for property within the Urban Renewal Area
- Only after affirmative 2/3rds vote by City Council

Redevelopment Agreements

- LRC is authorized to negotiate and enter into Redevelopment Agreements and Cooperation Agreements
 - LRC to develop a process to evaluate Redevelopment Agreements

UR Plan Tools for LRC

- **Develop and approve a project description**
- **Issue RFP to solicit proposals for redevelopment**
Such proposals could come from any interested parties including the property owner, interested retailers and/or developers
- **Negotiate a proposed redevelopment agreement and submit the proposed redevelopment agreement to City Council for approval**
- **If approved by City Council, execute the redevelopment agreement**

Elements of an RFP

An RFP would ask for proposals specifying:

- Improvements planned for the site
- Proposed uses and activities
- Time frames for completing the proposed redevelopment actions
- Requested City financial assistance, if any, such as sales tax rebates
- How costs (including potential legal costs) would be financed

UR Plan Does Not...

- This Plan does **not** authorize use of tax increment financing pursuant to Section 31-25-107(9), C.R.S.
 - The use of tax increment financing within the Plan Area can only be authorized by amendment to this Plan.
- This Plan does **not** change the allowed uses of the property or approve any redevelopment plans.
 - Change of use and redevelopments must go through the City's approval processes.

Options to address continued vacancy at 550 S. McCaslin

1. Continue to encourage property owners to resolve issues
 - Expect private parties to identify a use for the existing building that:
 - Complies with existing zoning
 - Satisfies the private restrictive covenants, either in their current form or through covenant changes agreed on by the private owners
2. Consider rezoning the property to allow for a wider range of uses beyond what is currently allowed
 - Rezoning may be initiated by the Owner, Planning Commission, or City Council
 - Rezoning is subject to separate public hearing procedures and would be a quasi-judicial action; Council should not discuss the substance or merits of a rezoning as part of this agenda item

Options to address continued vacancy at 550 S. McCaslin

3. Encourage a retail use by addressing the blighting factors through an Urban Renewal Plan
 - **LRC would develop and approve a project description**
 - **Issue RFP to solicit proposals for redevelopment** Such proposals could come from any interested parties including the property owner, interested retailers and/or developers
 - **Negotiate a proposed redevelopment agreement. Submit the proposed redevelopment agreement to City Council for approval**
 - **If approved by City Council, execute the redevelopment agreement**

Cooperation Agreement

- City and LRC have an agreement first approved in 2006.
 - Amended in 2011
- Proposed changes to reflect multiple UR Plan areas in the City
 1. Section 5.c and 5.d to confirm City Council approval of redevelopment agreements
 2. Section 10 to clarify any UR Plan Area is covered by the Agreement
 3. Section 16 to reflect LRC's bylaws have been revised
 4. Section 4.a revised to update Costs and Expenses balance
 - Small amount of expenses not paid at end of 2014. Paid in early 2015.

550 S. McCaslin UR Plan



Actions Requested

RESOLUTION Approving the 550 S. McCaslin
Urban Renewal Area

AND

RESOLUTION Approving an Amended And
Restated Cooperation Agreement between the
City and LRC

**RESOLUTION NO. 26
SERIES 2015**

A RESOLUTION FINDING THE 550 S. MCCASLIN URBAN RENEWAL PLAN TO BE IN CONFORMITY WITH THE COMPREHENSIVE PLAN AND RECOMMENDING APPROVAL OF SAID URBAN RENEWAL PLAN

WHEREAS, pursuant to Colorado Revised Statutes Section 31-25-107(2), there has been submitted to the Louisville Planning Commission the proposed 550 S. McCaslin Urban Renewal Plan, dated August 2015 (the Plan), for the Commission's review and recommendations as to the Plan's conformity with the City Comprehensive Plan; and

WHEREAS, the Louisville Planning Commission has held a public meeting to discuss the conformity of the Plan with the City Comprehensive Plan, has provided public notice of such meeting by posting and publication, and has received public comment on the Plan; and

WHEREAS, based on its review of the Plan and the other documents and comments presented to it at said meeting, the Louisville Planning Commission hereby finds:

- (a) That the Plan is in conformity with the City of Louisville Comprehensive Plan;
- (b) That, in particular, the Plan does not seek to amend or alter the Comprehensive Plan, but rather supports, implements, and will further the Comprehensive Plan; and
- (c) That, in particular, the Plan is in conformance with the goals, principles and policies of the Comprehensive Plan;


NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Louisville, Colorado, that based on the foregoing findings, and pursuant to C.R.S. Section 31-25-107(2), the Planning Commission of the City of Louisville, Colorado does hereby find that the proposed 550 S. McCaslin Urban Renewal Plan, dated August 2006 (the Plan), is in conformity with the City of Louisville Comprehensive Plan and does hereby recommend City Council approve such Plan.

PASSED AND ADOPTED this 9th day of July 2015.

By:


Chris Pritchard, Chair
Planning Commission

ATTEST:


Ann O'Connell, Secretary
Planning Commission

**RESOLUTION NO. 58
SERIES 2015**

**A RESOLUTION APPROVING THE 550 SOUTH McCASLIN URBAN RENEWAL
PLAN, DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL
PROJECTS PURSUANT TO THE 550 SOUTH MCCASLIN URBAN RENEWAL PLAN,
AND FINDING THAT THE ACQUISITION, CLEARANCE, REHABILITATION,
CONSERVATION, DEVELOPMENT, REDEVELOPMENT OR A COMBINATION
THEREOF OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC
HEALTH, SAFETY, MORALS, AND WELFARE OF THE CITIZENS OF THE CITY OF
LOUISVILLE**

WHEREAS, the Louisville Revitalization Commission (the "LRC") is a public body corporate and politic, and has been duly created, organized, established and authorized by the City of Louisville, Colorado (the "City") to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, constituting part 1 of article 25 of title 31, Colorado Revised Statutes, as amended (the "Law"); and

WHEREAS, the City of Louisville (the "City") previously contracted with Urban Revitalization Consulting to survey and document whether conditions that constitute a blighted area, as defined in the Law, exist in the City of Louisville; and

WHEREAS, said consultants prepared a Conditions Survey, entitled 550 South McCaslin Boulevard Conditions Survey (the "Conditions Survey") dated July 2014 consisting of 31 pages, a map of the area provided on page 15, and including a description of existing conditions and photographs; and

WHEREAS, the City Council on October 7, 2014 held a public hearing for the purpose of review and consideration of the Conditions Survey, at which time the Conditions Survey and other evidence and testimony were presented to City Council; and

WHEREAS, upon consideration of the Conditions Survey and the other evidence and testimony presented to City Council, the City Council on October 7, 2014 adopted its Resolution No. 60, Series 2014 finding that the following area qualifies as a blighted area as defined in the Law: Lot 2, Centennial Valley Parcel 0, Filing No. 7, County of Boulder, State of Colorado, with an address of 550 South McCaslin Boulevard, Louisville, Colorado; and

WHEREAS, by its Resolution No. 60, Series 2015, the City Council found such described area to be a blighted area as defined in the Law and appropriate for inclusion in an urban renewal project pursuant to the Law; and

WHEREAS, there has been prepared for such area a proposed 550 South McCaslin Urban Renewal Plan; and

WHEREAS, a legal description of the 550 South McCaslin Urban Renewal Plan Area which is subject to the 550 South McCaslin Urban Renewal Plan is attached as Exhibit A to this Resolution and as Exhibit A to the proposed 550 South McCaslin Urban Renewal Plan; and

WHEREAS, the City Council of the City of Louisville has adopted the 2013 Louisville Comprehensive Plan, which is the general plan for the development of the City of Louisville; and

Resolution No. 58, Series 2015

Page 1 of 5

WHEREAS, the 550 South McCaslin Urban Renewal Plan has previously been submitted to the Louisville Planning Commission for its review and recommendations as to conformity with the 2013 Louisville Comprehensive Plan pursuant to C.R.S. §31-25-107(2); and

WHEREAS, the Louisville Planning Commission has determined that the 550 South McCaslin Urban Renewal Plan does conform to the 2013 Louisville Comprehensive Plan and recommended approval of the 550 South McCaslin Urban Renewal Plan by adoption of its Resolution No. 23, Series 2015; and

WHEREAS, no property in the 550 South McCaslin Urban Renewal Plan has been included in an urban renewal plan previously submitted to the City Council of the City of Louisville; and

WHEREAS, the City Clerk of the City of Louisville has published the notice of the time, place, and purpose of the public hearing to consider the adopting of the 550 South McCaslin Urban Renewal Plan in the Daily Camera in conformance with C.R.S. §31-25-107(3); and

WHEREAS, the City of Louisville has provided written notice of the public hearing to consider the adoption of this 550 South McCaslin Urban Renewal Plan to all property owners, residents, and business owners within the 550 South McCaslin Urban Renewal Plan Area at their last known addresses in conformance with C.R.S. §31-25-107(4)(c); and

WHEREAS, the Boulder County Commissioners were provided notification of and a copy of the 550 South McCaslin Urban Renewal Plan as required by C.R.S. §31-25-107(3.5)(a); and

WHEREAS, the Boulder Valley School District was provided notification of and a copy of the 550 South McCaslin Urban Renewal Plan, notwithstanding that the 550 South McCaslin Urban Renewal Plan Area includes no single- or multi-family residences; and

WHEREAS, the City Council of the City of Louisville has conducted a public hearing and considered the public testimony received.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The foregoing recitals are incorporated in and made a part of this Resolution.
2. As found and declared by City Council Resolution No. 60, Series 2014, blight, as defined by C.R.S. §31-25-103(2), is present in the 550 South McCaslin Urban Renewal Plan Area. The following blight factors are present said Area: Faulty lot layout in relation to size, adequacy, accessibility, or usefulness; deterioration of site or other improvements; defective or unusual conditions of title rendering the title nonmarketable; and the existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.
3. As found and declared by City Council Resolution No. 60, Series 2014, the 550 South McCaslin Urban Renewal Plan Area is a blighted area and is appropriate for an urban renewal project pursuant to Part 1 of Article 25 of Title 31, C.R.S.
4. The 550 South McCaslin Urban Renewal Plan satisfies applicable requirements of C.R.S. §31-25-105.5.

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Page 2 of 5

5. The principal purpose for the adoption of the 550 South McCaslin Urban Renewal Plan is to facilitate redevelopment in order to eliminate or prevent the spread of blight.

6. The boundaries of the 550 South McCaslin Urban Renewal Plan Area have been drawn as narrowly as feasible to accomplish the planning and development objectives for the 550 South McCaslin Urban Renewal Plan.

7. To the extent that the 550 South McCaslin Urban Renewal Area includes open land within the meaning of Section 31-25-107(6) of the Act, and to the extent such Section is otherwise applicable, it is found and determined that the nonresidential uses under the 550 South McCaslin Urban Renewal Plan are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives and to carry out the 550 South McCaslin Urban Renewal Plan. The acquisition of property within the 550 South McCaslin Urban Renewal Area may require the exercise of governmental action, as provided in the Act, because of the presence of conditions of blight.

8. The 550 South McCaslin Urban Renewal Plan conforms to the 2013 Louisville Comprehensive Plan, which is the general plan for the development of the City of Louisville.

9. Written notice of the public hearing to consider the adoption of this 550 South McCaslin Urban Renewal Plan has been provided to all property owners, residents, and business owners within the 550 South McCaslin Urban Renewal Plan Area at their last known addresses in conformance with C.R.S. §31-25-107(4)(c).

1. The public hearing to consider the approval of the 550 South McCaslin Urban Renewal Plan was commenced on August 18, 2015. No more than one hundred twenty days have passed since the commencement of the public hearing on the Plan.

2. The 550 South McCaslin Urban Renewal Plan does not include any area previously considered for inclusion in an urban renewal area in the previous twenty-four months.

3. There exist feasible methods for the relocation of individuals, families and business concerns in accommodations or areas suitable for their relocation as provided by C.R.S. §31-25-107(4)(a) & (b).

4. The 550 South McCaslin Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the City of Louisville as a whole for the rehabilitation or redevelopment of the 550 South McCaslin Urban Renewal Plan Area by private enterprise.

5. The acquisition, clearance, rehabilitation, conservation, development or redevelopment of a combination thereof of the 550 South McCaslin Urban Renewal Plan Area pursuant to the 550 South McCaslin Urban Renewal Plan is necessary in the best interests of the public health, safety, morals, and welfare of the citizens of the City of Louisville.

6. The acquisition of any property by the exercise of the power of eminent domain shall be subject to approval of the City Council pursuant to the provision of the Plan.

7. The Plan does not contain any agricultural land.

8. The 500 South McCaslin Urban Renewal Plan satisfies applicable requirement of the Law.

9. The 550 South McCaslin Urban Renewal Plan is hereby approved.

PASSED AND ADOPTED this ____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra
City Clerk

EXHIBIT A

LEGAL DESCRIPTION

550 SOUTH MCCASLIN URBAN RENEWAL PLAN AREA

Lot 2, Centennial Valley Parcel O, Filing No. 7, County of Boulder, State of Colorado with an address of 550 South McCaslin Boulevard, Louisville, Colorado.

**550 SOUTH MCCASLIN
URBAN RENEWAL PLAN**

AUGUST 2015

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550 SOUTH MCCASLIN URBAN RENEWAL PLAN

AUGUST 2015

I. INTRODUCTION

1.1 Preface

This 550 South McCaslin Urban Renewal Plan ("Plan") has been prepared for adoption by the City Council of the City of Louisville pursuant to provisions of the Urban Renewal Law of the State of Colorado, Article 25 of Title 31, Colorado Revised Statutes ("Urban Renewal Law"). This Plan is prepared and adopted to satisfy the requirements of § 31-25-107(1), C.R.S. that an urban renewal plan must be adopted by the governing body of the municipality before an urban renewal authority undertakes an urban renewal project. The administration of this project and the enforcement and execution of this Plan shall be performed by the Louisville Revitalization Commission ("LRC").

1.2 Background

The property located at 550 South McCaslin Boulevard ("Property") encompasses approximately 13.16 acres in the McCaslin Boulevard area of Louisville and was formerly occupied by a Sam's Club facility, but has remained vacant since the store's closing in early 2010. The closing has caused significant declines to the retail activity in and around the area. The building is 127,000 square feet in size and cannot be divided into smaller spaces without significant expense. Private restrictive covenants placed on the Property prevent many of the most viable potential reuses of the current building. The Property has a lack of full maintenance creating an impression the area is deteriorating. The McCaslin Boulevard area is the main retail sales tax generating area within Louisville and the minimal use of the Property is lessening the retail viability of the area.

The City of Louisville Comprehensive Plan ("Comprehensive Plan"), adopted by the City Council on May 7, 2013, specifically describes the goals and policies for development within the City. The Comprehensive Plan defines the area as the focal point for a regionally significant commercial activity center and shall remain the City's primary retail center that is supported by a mix of land uses including office and residential.

The City is undertaking a small area planning process that will identify desired uses and development objectives which will encourage new private redevelopment. This Urban Renewal Plan is intended to provide additional tools to support the re-tenanting or redevelopment of the Property and advance the goals for the McCaslin Boulevard area in the Comprehensive Plan and small area plan.

1.3 Definitions

Cooperation Agreement: Any agreement between LRC and the City of Louisville or any other public body regarding action taken pursuant to any of the powers set forth in the Urban Renewal Law, or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by LRC under this Plan.

Plan: This Urban Renewal Plan as it may be modified from time to time.

Plan Area: The area described in Section 2.6 of this Plan, and depicted on Figure 1, which has been found to be blighted by the Louisville City Council by Resolution No. 60, Series 2014 and for which the undertaking of urban renewal projects is declared to be necessary.

Redevelopment Agreement: An agreement between LRC and a developer or developers regarding the re-tenanting, redevelopment or rehabilitation of property within the Plan Area.

2. LEGISLATIVE FINDINGS

2.1 Qualifying Conditions

Based on the 550 South McCaslin Boulevard Conditions Survey prepared by Urban Revitalization Consulting, dated July, 2014, and evidence presented at the public hearing, the City Council on October 7, 2014 adopted its Resolution No. 60, Series 2014 finding that there exists blight, as defined by § 31-25-103(2), C.R.S., in the Plan Area.

The 550 South McCaslin Boulevard Conditions Survey found blight conditions are prevalent throughout the area. The conditions found to exist include:

- a) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- b) Deterioration of site or other improvements;
- c) Defective or unusual conditions of title rendering the title nonmarketable;
- d) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

By letters dated September 24, 2014, the property owner and tenants of such owner have stated that they do not object to the inclusion of the Property in an urban renewal area or designation of blight.

The City Council finds that the presence of these factors substantially impairs or arrests the sound growth of the City of Louisville, constitutes an economic and social liability, and is a menace to the public health, safety, morals and welfare of the City of Louisville.

2.2 Projects

The Plan Area is appropriate for one or more urban renewal projects and other undertakings of the LRC as authorized by the Urban Renewal Law.

2.3 Planning Approval

A general plan for the City of Louisville, known as the City of Louisville Comprehensive Plan (“Comprehensive Plan”), has been adopted by the City Council. This Urban Renewal Plan has been submitted to the Planning Commission of the City of Louisville for review and recommendations as to its conformity with the Comprehensive Plan. The City Planning Commission met on July 9, 2015, and has submitted its written recommendations regarding the conformity of this Plan to the City of Louisville Comprehensive Plan to the City Council.

2.4 Consultation

As required by C.R.S. 31-25-107(3.5), this Plan has been submitted to the Board of County Commissioners of Boulder County. The Boulder Valley School District RE-2 has been advised of this Plan and has been given an opportunity to provide comments.

2.5 Public Hearing

The City Council of the City of Louisville has held a public hearing to consider this Plan after public notice thereof published in compliance with the Urban Renewal Law in the *Daily Camera*, describing the time, date, and purpose of the public hearing, identifying the Plan Area and outlining the general scope of the projects being considered for implementation pursuant to this Plan. Notice of the public hearing was provided to owners, residents, and business owners in the Plan Area at their last known address at least 30 days before the date of the public hearing.

2.6 Boundaries of the Plan Area

The boundaries of the Plan Area shall be as set forth in Figure 1 attached hereto, with a legal description as follows:

Lot 2, Centennial Valley Parcel O, Filing No. 7, County of Boulder, State of Colorado with an address of 550 South McCaslin Boulevard, Louisville, Colorado.

The City Council finds that the boundaries of the Plan Area have been drawn as narrowly as feasible to accomplish the planning and development objectives of this Plan.

2.7 Other Findings

- 2.7.1 One or more of the projects may require the use of eminent domain to acquire Property within the Plan Area as provided in this Plan. Such actions may be necessary to eliminate defective or unusual conditions of title rendering the title nonmarketable to prevent the spread of deterioration.

- 2.7.2 In order to eliminate or reduce the qualifying conditions currently existing within the Plan Area, as well as those qualifying conditions which may be reasonably anticipated to develop within the Plan Area in the absence of public action, it is the intent of the City Council in adopting this Plan that LRC exercise powers herein authorized to be exercised by LRC under the Urban Renewal Law and which are necessary, convenient or appropriate to accomplish the objectives of this Plan. It is the intent of this Plan that LRC shall exercise all such powers as may now be possessed or hereafter granted to LRC for the elimination of qualifying conditions within the Plan Area.
- 2.7.3 If it becomes necessary for individuals, families or businesses to relocate as a result of the implementation of this Plan, a feasible method exists for the relocation of individuals, families, and business concerns that may be displaced, insuring that decent, safe and sanitary dwelling accommodations and business locations can be made.
- 2.7.4 The powers conferred by the Urban Renewal Law are for public uses and purposes for which public money may be expended and the police powers exercised, and this Plan is in the public interest and necessity, such finding being a matter of legislative determination by the City Council.

The owner and tenants within the Property have consented to the inclusion of the Property within this Plan.

3. DESCRIPTION OF PLAN OBJECTIVES

3.1 The Plan as a Tool.

This Plan is an important tool to address the problems confronting the Property. The objectives for the Plan include the following:

- Create a retail rich environment where area businesses and residents can be successful.
- Re-tenant or redevelop the Property.
- Increase retail activity by encouraging occupancy of the Property.

3.2 Plan Conforms to the City of Louisville Comprehensive Plan.

This Plan is intended to not only comply with the state statute, but also to conform to the desires of the citizens of the Louisville community as embodied in the City of Louisville Comprehensive Plan ("Comprehensive Plan"). The Comprehensive Plan defines the area as the focal point for a regionally significant commercial activity center and shall remain the City's primary retail center that is supported by a mix of land uses including office and residential.

3.3 Plan to Alleviate Conditions of Blight Through Private Redevelopment.

The objective of this Plan is to alleviate the conditions of blight by encouraging private redevelopment that will in turn encourage the development and redevelopment and avoid underutilization of other properties in the vicinity.

4. PLAN IMPLEMENTATION

In order to accomplish the objectives of this Plan and to fully implement this Plan, LRC shall be authorized to undertake the following activities:

4.1 Redevelopment and Rehabilitation Actions

Redevelopment and rehabilitation actions within the Plan Area may include such undertakings and activities as are in accordance with this Plan and the Urban Renewal Law, including without limitation: demolition and removal of buildings and improvements as set forth herein; installation, construction and reconstruction of public improvements as set forth herein; elimination of unhealthful, unsanitary or unsafe conditions; taking actions to remove restrictive covenants that might otherwise contribute to the property remaining vacant and/or underutilized; elimination of obsolete or other uses detrimental to the public welfare; and other actions to remove or to prevent the spread of deterioration. LRC is authorized to negotiate and enter into Redevelopment Agreements and Cooperation Agreements with landowners, developers, the City of Louisville, and investors regarding appropriate projects throughout the Plan Area which will generate increased sales and property tax revenues, and to enter into any other agreements authorized or permitted under the Urban Renewal Law or other law. Notwithstanding any language that could be construed to the contrary in § 31-25-107(8), all development in the Plan Area shall be processed in accordance with the ordinances and rules and regulations in place at the time of the application for said project, including, without limitation, the provisions of the Louisville Municipal Code.

4.2 Property Acquisition

The principal purpose of this Plan is the re-tenanting or redevelopment of the Property within the Plan Area. The power of eminent domain as authorized by the Urban Renewal Law may be utilized to alleviate the qualifying conditions specified in Section 2 of this Plan as provided in the Urban Renewal Law.

- 4.2.1 The LRC through purchase or eminent domain or by any method authorized by the Act and the Urban Renewal Plan may acquire property. Any proposal to acquire property under the power of eminent domain must first be approved by the affirmative vote of two-thirds of the entire Louisville City Council. The LRC may temporarily operate, manage and maintain property acquired in the Urban Renewal Area. Such property shall be under the management and control of the LRC and may be rented or leased pending its disposition for redevelopment.

4.3 Relocation Assistance and Payments

In the event it is necessary to relocate or displace any business or other commercial establishments as a result of any property acquisition, LRC may adopt relocation policies for payment of relocation expenses. Such expenses may include moving expenses, actual direct losses of property for business concerns, and goodwill and lost profits that are reasonably related to relocation of the business, resulting from its displacement for which reimbursement or compensation is not otherwise made.

4.4 Public Improvements and Facilities

LRC may undertake certain actions which would make the Plan Area more attractive for private investment by providing public improvements consistent with the Comprehensive Plan or McCaslin small area plan. These improvements could include, without limitation, street and traffic improvements, streetscape improvements, a transportation center, landscaping, park and recreation facilities, utility improvements, open space acquisition, stormwater improvements, public art projects, and other similar improvements necessary to carry out the objectives of the Comprehensive Plan or McCaslin small area plan.

4.5 Redevelopment Agreements

LRC is authorized to enter into one or more Redevelopment Agreements with developer(s) and such other entities as are determined by LRC to be necessary or desirable by LRC to carry out the purposes of this Plan. Such Redevelopment Agreements may contain such terms and provisions as shall be deemed necessary or appropriate by LRC for the purpose of undertaking the activities contemplated by this Plan or the Urban Renewal Law, and may further provide for such undertakings by LRC, as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Urban Renewal Law.

4.6 Interagency Cooperation

LRC may enter into one or more Cooperation Agreements with the City of Louisville or other public bodies pursuant to the Urban Renewal Law. Cooperation Agreements may provide, without limitation, for financing, for construction of public improvements, for administration, for technical assistance and for other purposes.

5. PROJECT FINANCING

5.1 No Tax Increment Financing

This Plan does not authorize use of tax increment financing pursuant to Section 31-25-107(9), C.R.S. The use of tax increment financing within the Plan Area can only be authorized by amendment to this Plan.

5.2 Participating Interest in Projects

In the event a project derives particular and unique benefits from public improvements financed by the LRC, the public should share in the success of the project. The terms of the participating interest will be specified in the Redevelopment Agreement at a level and on terms appropriate for each project.

6. MODIFICATIONS TO THIS PLAN

6.1 Plan May Be Amended or Modified

This Plan may be amended or modified pursuant to provision of the Urban Renewal Law as provided in § 31-25-107, C.R.S. Major modifications to this Plan will require appropriate notification in accordance with the Urban Renewal Law, including submission to the Board of County Commissioners of Boulder County and written notice provided to all property owners, residents, and owners of businesses in the Plan Area not less than 30 days prior to the consideration of an substantial modification.

FIGURE 1
MAP OF PLAN AREA



550 South McCaslin Boulevard Conditions Survey



July 2014
City of Louisville, Colorado



Urban Revitalization Consulting

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Section 1: Survey Overview

Purpose

In order to maximize the potential for remedying conditions of blight and encourage reinvestment, the City of Louisville, Colorado has commissioned an independent conditions survey for a large commercial property located at 550 S McCaslin Boulevard, Louisville, Colorado, 80027.

This property was formerly occupied by a Sam's Club facility, but has remained vacant since the store's closing early in 2010, despite ongoing efforts to market the property to another tenant.

This survey will determine if the geographic area chosen for this project qualifies as "blighted" within the meaning of the Colorado Urban Renewal Law, and consequently, if there is a sufficient basis to adopt a new urban renewal plan that can more effectively stimulate focused redevelopment in this area.

Methodology

The defined geographic area ("Survey Area") examined in this conditions inventory was determined by the City of Louisville, and lies entirely within Louisville's municipal boundaries. A map depicting the boundaries of the Survey Area is presented in **Section 4** of this report as **Exhibit 2: Survey Area Map**.

Data collection for conditions of blight (see **Sections 2** and **3** for what constitutes conditions of blight) was accomplished through several means. For those blight conditions that could be identified by visual observation and by the use of maps and aerial photography, the consultant conducted a field survey in June 2014. For those blight conditions that are not observable in the field (such as traffic data, crime statistics, etc.), blight condition data was obtained from specific City of Louisville departments during the same time period.

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Section 2: Colorado Urban Renewal Statutes and Blighted Areas

In the Colorado Urban Renewal Law, Colo. Rev. Stat. § 31-25-101 et seq. (the “Urban Renewal Law”), the legislature has declared that an area of blight “constitutes a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state in general and municipalities thereof; that the existence of such areas contributes substantially to the spread of disease and crime, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of public policy and statewide concern....”

Under the Urban Renewal Law, the term “blighted area” describes an area with an array of urban problems, including health and social deficiencies, and physical deterioration. See Colo. Rev. Stat. § 31-25-103(2). Before remedial action can be taken, however, the Urban Renewal Law requires a finding by the appropriate governing body that an area such as the Survey Area constitutes a blighted area. Colo. Rev. Stat. §31-25-107(1).

The blight finding is a legislative determination by the municipality’s governing body that, as a result of the presence of factors enumerated in the definition of “blighted area,” the area is a detriment to the health and vitality of the community requiring the use of the municipality’s urban renewal powers to correct those conditions or prevent their spread. In some cases, the factors enumerated in the definition are symptoms of decay, and in some instances, these factors are the cause of the problems. The definition requires the governing body to examine the factors and determine whether these factors indicate a deterioration that threatens the community as a whole.

For purposes of the Survey, the definition of a blighted area is articulated in the Colorado Urban Renewal statute as follows:

*“Blighted area” means an area that, in its present condition and use and, by reason of the presence of at least **four** of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:*

- a. Slum, deteriorated, or deteriorating structures;*
- b. Predominance of defective or inadequate street layout;*
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- d. Unsanitary or unsafe conditions;*
- e. Deterioration of site or other improvements;*
- f. Unusual topography or inadequate public improvements or utilities;*
- g. Defective or unusual conditions of title rendering the title non-marketable;*
- h. The existence of conditions that endanger life or property by fire or other causes;*
- i. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;*
- j. Environmental contamination of buildings or property; or*
- k.5. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements”*

In addition, paragraph (l.) states, *“if there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, ‘blighted area’ also means an area that, in its present condition and use and, by reason of the presence of any **one** of the factors specified in paragraphs (a) to (k.5) of this subsection....”*

The statute also states a separate requirement for the number of blight factors that must be present if private property is to be acquired by eminent domain. At § 31-25-105.5(5), paragraph (a.) states, *“‘Blighted area’ shall have the same meaning as set forth in section 31-25-103 (2); except that, for purposes of this section only, ‘blighted area’ means an area that, in its present condition and use and, by reason of the presence of at least **five** of the factors specified in section 31-25-103 (2)(a) to (2)(l)....”*

Thus, the state statutes require, depending on the circumstances, that a minimum of either **one, four, or five** blight factors be present for an area to be considered a “blighted area.”

A couple principles have been developed by Colorado courts to guide the determination of whether an area constitutes a blighted area under the Urban Renewal Law. First, the absence of widespread violation of building and health codes does not, by itself, preclude a finding of blight. According to the courts, “the definition of ‘blighted area’ contained in [the Urban Renewal Law] is broad and encompasses not only those areas containing properties so dilapidated as to justify condemnation as nuisances, but also envisions the prevention of deterioration.”

Second, the presence of one well-maintained building does not defeat a determination that an area constitutes a blighted area. Normally, a determination of blight is based upon an area “taken as a whole,” and not on a building-by-building, parcel-by-parcel, or block-by-block basis.

Based upon the conditions identified in the Survey Area, this report makes a recommendation as to whether the Survey Area still qualifies as a blighted area, given the time that has passed since such a determination was first made. The actual determination itself remains the responsibility of the Louisville City Council.

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Section 3: Conditions Indicative of the Presence of Blight

As discussed in **Section 2**, the Colorado Urban Renewal statute provides a list of 11 factors that, through their presence, may allow an area to be declared as blighted. This section elaborates on those 11 factors by describing some of the conditions that might be found within a Survey Area that would indicate the presence of those factors.

Slum, Deteriorated, or Deteriorating Structures:

During the field reconnaissance of the Survey Area, the general condition and level of deterioration of a building is evaluated. This examination is limited to a visual inspection of the building's exterior condition and is not a detailed engineering or architectural analysis, nor does it include the building's interior. The intent is to document obvious indications of disrepair and deterioration to the exterior of a structure found within the Survey Area. Some of the exterior elements observed for signs of deterioration include:

- Primary elements (exterior walls, visible foundation, roof)
- Secondary elements (fascia/soffits, gutters/downspouts, windows/doors, façade finishes, loading docks, etc.)
- Ancillary structures (detached garages, storage buildings, etc.)

Predominance of Defective or Inadequate Street Layout:

The presence of this factor is determined through a combination of both field observation as well as an analysis of the existing transportation network and vehicular and pedestrian circulation patterns in the Survey Area by persons with expertise in transportation planning and/or traffic engineering. These conditions include:

- Inadequate street or alley widths, cross-sections, or geometries
- Poor provisions or unsafe conditions for the flow of vehicular traffic
- Poor provisions or unsafe conditions for the flow of pedestrians
- Insufficient roadway capacity leading to unusual congestion of traffic
- Inadequate emergency vehicle access
- Poor vehicular/pedestrian access to buildings or sites

- Poor internal vehicular/pedestrian circulation
- Excessive curb cuts/driveways in commercial areas

These conditions can affect the adequacy or performance of the transportation system within the Survey Area, creating a street layout that is defective or inadequate.

Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness:

This factor requires an analysis of the parcels within the Survey Area as to their potential and usefulness as developable sites. Conditions indicative of the presence of this factor include:

- Lots that are long, narrow, or irregularly shaped
- Lots that are inadequate in size
- Lots with configurations that result in stagnant, misused, or unused land
- Lots with billboards that have active leases, making redevelopment more difficult

This analysis considers the shape, orientation, and size of undeveloped parcels within the Survey Area and if these attributes would negatively impact the potential for development of the parcel. This evaluation is performed both through observation in the field and through an analysis of parcel boundary maps of the Survey Area.

Unsanitary or Unsafe Conditions:

Conditions observed within the Survey Area that qualify under this blight factor include:

- Floodplains or flood prone areas
- Inadequate storm drainage systems/evidence of standing water
- Poor fire protection facilities
- Above average incidences of public safety responses
- Inadequate sanitation or water systems

- Existence of contaminants or hazardous conditions or materials
- High or unusual crime statistics
- Open trash dumpsters
- Severely cracked, sloped, or uneven surfaces for pedestrians
- Illegal dumping
- Vagrants/vandalism/graffiti/gang activity
- Open ditches, holes, or trenches in pedestrian areas

These represent situations in which the safety of individuals, especially pedestrians and children, may be compromised due to environmental and physical conditions considered to be unsanitary or unsafe.

Deterioration of Site or Other Improvements:

The conditions that apply to this blight factor reflect the deterioration of various improvements made on a site other than building structures. These conditions may represent a lack of general maintenance at a site, the physical degradation of specific improvements, or an improvement that was poorly planned or constructed. Overall, the presence of these conditions can reduce a site's usefulness and desirability and negatively affect nearby properties.

- Neglected properties or evidence of general site maintenance problems
- Deteriorated signage or lighting
- Deteriorated fences, walls, or gates
- Deterioration of on-site parking surfaces, curb & gutter, or sidewalks
- Poorly maintained landscaping or overgrown vegetation
- Poor parking lot/driveway layout
- Unpaved parking lot on commercial properties

Unusual Topography or Inadequate Public Improvements or Utilities:

The focus of this factor is on the presence of unusual topographical conditions that could make development prohibitive, such as steep slopes or poor load-bearing soils, as well as deficiencies in the public infrastructure system within the Survey Area that could include:

- Steep slopes / rock outcroppings / poor load-bearing soils
- Deteriorated public infrastructure (street/alley pavement, curb, gutter, sidewalks, street lighting, storm drainage systems)
- Lack of public infrastructure (same as above)
- Presence of overhead utilities or billboards
- Inadequate fire protection facilities/hydrants
- Inadequate sanitation or water systems

Defective or Unusual Conditions of Title Rendering the Title Non-Marketable:

Certain properties can be difficult to market or redevelop if they have overly restrictive or prohibitive clauses in their deeds or titles, or if they involve an unusually complex or highly divided ownership arrangement. Examples include:

- Properties with covenants or other limiting clauses that significantly impair their ability to redevelop
- Properties with disputed or defective title
- Multiplicity of ownership making assemblages of land difficult or impossible

Existence of Conditions that Endanger Life or Property by Fire and Other Causes:

A finding of blight within this factor can result from the presence of the following conditions, which include both the deterioration of physical improvements that can lead to dangerous situations as well as the inability for emergency personnel or equipment to provide services to a site:

- Buildings or sites inaccessible to fire and emergency vehicles
- Blocked/poorly maintained fire and emergency access routes/ frontages
- Insufficient fire and emergency vehicle turning radii
- Buildings or properties not in compliance with fire codes, building codes, or environmental regulations

Buildings that are Unsafe or Unhealthy for Persons to Live or Work In:

Some of the conditions that can contribute to this blight factor include:

- Buildings or properties not in compliance with fire codes, building codes, or environmental regulations
- Buildings with deteriorated elements that create unsafe conditions
- Buildings with inadequate or improperly installed utility components

Environmental Contamination of Buildings or Property:

This factor represents the presence of contamination in the soils, structures, water sources, or other locations within the Survey Area.

- Presence of hazardous substances, liquids, or gasses

Existence of Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements:

The physical conditions that would contribute to this blight factor include:

- Sites with a high incidence of fire, police, or emergency responses
- Sites adjacent to streets/alleys with a high incidence of traffic accidents
- Sites with a high incidence of code enforcement responses
- An undeveloped parcel in a generally urbanized area
- A parcel with a disproportionately small percentage of its total land area developed
- Vacant structures or vacant units in multi-unit structures

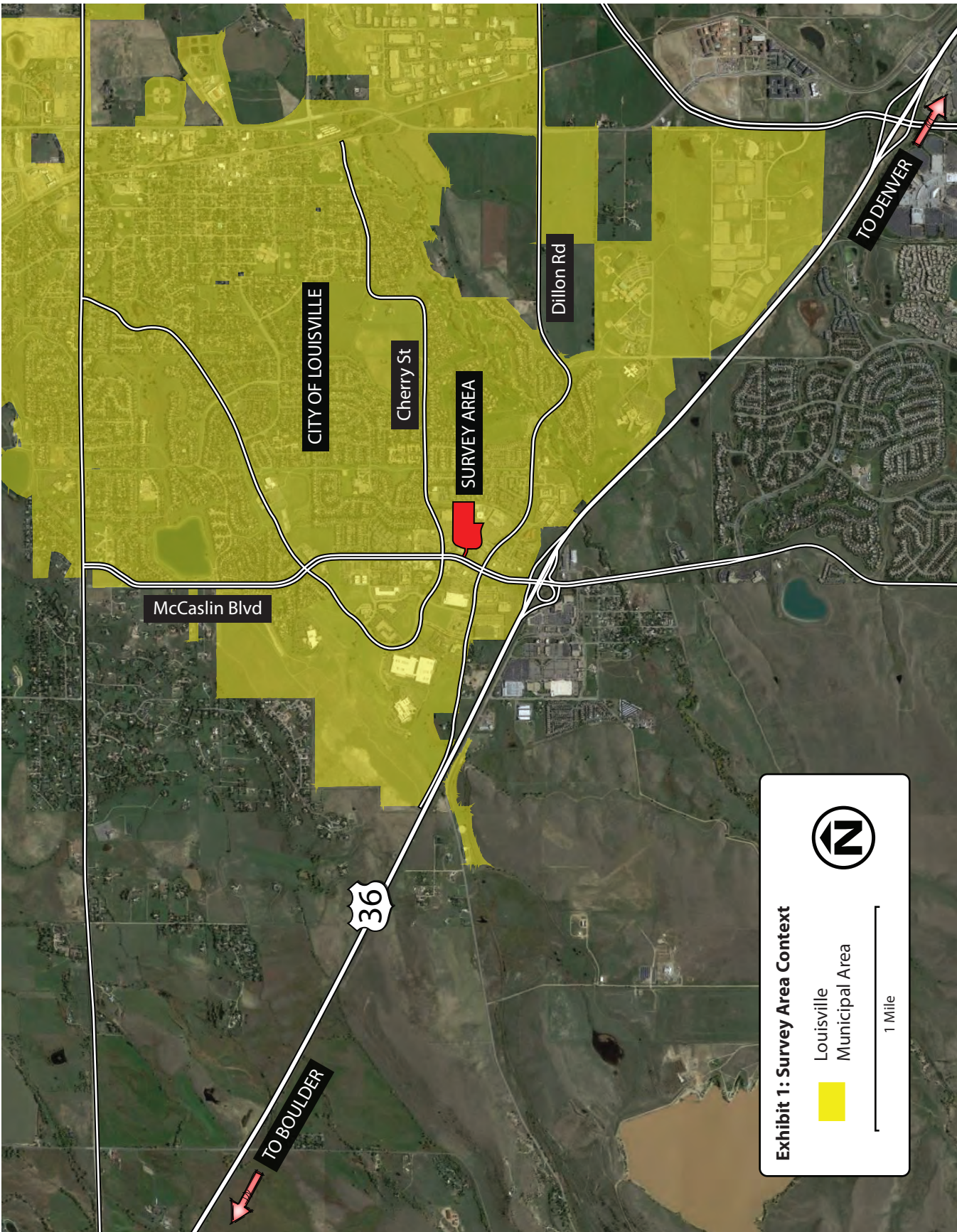
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Section 4: Survey Area Location, Definition, and Description

The 550 S McCaslin Boulevard Conditions Survey focuses on a single large parcel located in a retail center that is primarily accessed from McCaslin Boulevard, a major arterial street that links the City of Louisville with the Denver-Boulder Turnpike. This focused area is 13.16 acres and is defined by a single real property parcel comprising a largely vacant retail building as well as its associated parking lot. The building is 127,000 square feet, making it one of the largest retail structures in the area.

Exhibit 1: Survey Area Context, shows the location of the Survey Area within the context of the City of Louisville and the surrounding area.

Exhibit 2: Survey Area Map visually depicts the physical boundaries of the Survey Area.





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Section 5: Survey Findings

The overall findings of the 550 S McCaslin Boulevard Conditions Survey are presented below in a format that mirrors the list of factors and conditions of blight discussed in **Section 3**.

Slum, Deteriorated, or Deteriorating Structures

The retail structure, developed in the mid 1990s, was examined during the field survey, and remains in good condition. A few minor problems were visible on the facade of the building, such as cracked brick and mortar due to soil settling in select places, but these issues did not rise to the level necessary to make a finding of *deteriorated structures*.

This blight factor is therefore considered **not** to be present in the Survey Area.

Predominance of Defective or Inadequate Street Layout

The parcel comprising the Survey Area is large—over 13 acres according to the Boulder County Assessor—and relies on internal private roads for adequate access and service, as do the surrounding retail parcels and pad sites.

Traffic count data from the Louisville Engineering Division covering the surrounding public rights of way revealed no major issues with daily traffic volumes given the design capacity of the roads.

Emergency vehicle access is well provided for: there are no portions of the building that cannot be accessed using the internal streets, and the streets are configured correctly to allow for sufficient vehicle turning radii.

No finding of *Inadequate Street Layout* has been made.

Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

The real property parcel covering the Survey Area is the result of an initial subdivision that precisely corresponds to the parcel's originally intended use containing a large discount membership warehouse and associated internal roads and parking facilities. The size of the retail structure—127,000 square feet—is considerable, even for large format retail. A typical supermarket is less than half that size; even a modern, full-featured home improvement store is usually 20% smaller.

This severely shortens the list of possible tenants for property that could fully utilize it. Adaptive reuse options including subdividing the retail building in order to create a more appropriately-sized retail spaces for potential future tenants are not feasible due to the orientation of the building. As the building stands, it is narrow and deep with respect to the front entrance, rather than shallow and wide, so any resulting spaces after partitioning the building are too narrow and deep to be suitable for efficient store layout. The cost of dividing and partitioning the building is also considerable, and would require higher rents to future tenants to offset these costs.

Finally, it is important to note that the property carries restrictive covenants that prevent many of the most viable potential reuses as it is currently configured (see the **defective title** section for more details).

Because the current layout of the property is suited to a very narrow range of uses which are either prohibited or infeasible, there is a finding of *Faulty Lot Layout* in the Survey Area.

Unsanitary or Unsafe Conditions

Floodplain maps from the Federal Emergency Management Agency (FEMA) indicate that the Survey Area is outside any areas that have a $>.02\%$ annual chance of flooding. For the purposes of this Survey, there is considered to be no physical danger to visitors from flooding.

Fire protection facilities are adequate; hydrants serve the property, the road system adequately serves emergency vehicle access to the retail structure in the event of a fire.

Finally, crime levels in the area do not rise to the levels necessary to be considered unsafe.

No finding of *Unsanitary or Unsafe Conditions* has been made.

Deterioration of Site or Other Improvements

The 550 S McCaslin property is designed for heavy-volume retail: it is a 127,000 square foot retail facility with over 600 parking spaces, located on a major arterial near a highway interchange. It is currently used only sporadically for tenants far smaller than it was designed for; consequently, it is not currently generating revenue proportional to necessary maintenance expenses. This has been the case since the property was abandoned over 4 years ago.

A lack of full maintenance of the property was evident during the field survey; the parking lot had a few potholes, including one very large one at its primary entrance with McCaslin Boulevard, and the curb and gutter in some places was cracked and deteriorated. The striping on the parking lot was found to be badly worn. The building itself was cracked in a few places in its facade, and needs minor work such as mortar repair in certain areas.

This is not to say that maintenance is completely lacking, but only that it gives the impression of being minimal. While the property is not badly deteriorated by virtue of being largely vacant for only 4 years and receiving landscaping maintenance, it is clear that it is indeed slowly deteriorating. Combined with its general underutilization (see the **underutilization or vacancy of sites** section), this is causing a general blight that affects the surrounding area.

A finding of *Deterioration of Site or Other Improvements* has been made in the Survey Area.



The parking had cracks and potholes in places



Various portions of damaged curb and gutter were found

Unusual Topography or Inadequate Public Improvements or Utilities

The 550 S McCaslin property was developed in conjunction with many surrounding commercial properties less than 2 decades ago, along with adequate utility systems to serve the properties.

Additionally, curb and gutter are present along all roadways except loading areas within the Survey Area, including private roads.

This factor is **not** considered present in the Survey Area.

Defective or Unusual Conditions of Title Rendering the Title Non-marketable

The property at 550 S McCaslin Boulevard is subject to numerous restrictions that have the combined effect of rendering the parcel non-marketable to prospective buyers and tenants. This issue is expressed by the current co-owners, Centennial Valley Investment, LLC, and Seminole Land Holdings, LLC in a letter dated March 17, 2014 to the City of Louisville, and is confirmed by an examination of the original covenants put in place during the initial development of the property in the 1990s as well as additional restrictions applied to the property during the sale of the property from Sam's Real Estate Business Trust to its current owners in January 2014.

The original covenants dating from the 1990s, (including multiple amendments made during subsequent years), generally prohibit new uses at 550 S McCaslin Blvd that would compete with existing retailers in the same commercial center, the most notable of which is the prohibition of a grocer on the property as long as the nearby Albertsons remains in business. Other uses that do not directly compete with other tenants in the commercial center but could otherwise provide opportunities for adaptive reuse are also prohibited, including bowling alleys, billiard parlors, night clubs, recreational facilities, theaters, skating rinks, health spas, gyms, and video game parlors.

The warranty deed made between the current property owners and Sam's Real Estate Business Trust on January 30, 2014 was obtained from Boulder County Public Records, and places additional restrictions on the property over the next 25 years. These restrictions explicitly prohibit any wholesale clubs and discount department stores, which are precisely the type of use that formerly existed on the property. Pharmacies, liquor stores, bars, and grocery stores are also prohibited.

The combined effect of the various restrictions in place on the property is that the most viable uses for the property are not allowed. Any prospective tenant that could potentially utilize the 127,000 square foot facility on the property would almost certainly be prevented from doing so; the restrictions are broad enough to mandate a commercial retail use, but simultaneously prohibit the sale of almost anything "at a discount in a retail operation" and also any

entertainment venue. Even a large home improvement store or electronics could easily be interpreted as being prohibited under the broad language of the warranty deed.

Because of the lack of marketability of the 550 S McCaslin property, this factor is considered present.

Existence of Conditions that Endanger Life or Property by Fire or Other Causes

Access to the building, emergency vehicle turning radii, and fire protection facilities such as hydrants were found to be adequate.

This blight factor is considered **not** to be present in the Survey Area.

Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

No structural analysis was performed on the retail structure, and there was no evidence to suggest it was deteriorated enough to present a danger to occupants.

Therefore, this factor is **not** present in the Survey Area.

Environmental Contamination of Buildings or Property

A Phase I Environmental Site Analysis (ESA) conducted in March 2010 by Environmental Restoration, LLC found no evidence of material environmental contamination in the Survey Area, and no additional testing or research was performed for the purposes of this Conditions Survey.

Therefore, there is **no** finding of *environmental contamination of buildings or property*.

The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

The Survey Area is 13 acres, located in an urbanized area, surrounded by commercial and residential development, on a busy arterial street near a highway interchange, but is currently vastly underutilized.

Since early 2010, the site has been largely vacant, excepting a few transitional uses that do not approach the full potential of the property. Currently, the signage on the 127,000 square foot retail facility reveals that it is being used for a community church, leaving the property unused except for half a day per week.

During the field survey, conducted during regular business hours in June 2014, over four years since the closing of the former Sam's Club, the over 600 parking spaces on the property were empty, except for a few miscellaneous vehicles parked along the periphery.

This represents a substantial underutilization of the property, which contributes to a general blight in the area and a reduction in retail traffic for the surrounding area that an anchor tenant of the sort the property was designed for would provide.

This blight factor is considered present in the Survey Area.



The vast parking area and the building lie largely vacant

Section 6: Survey Summary and Recommendation

Within the entire Survey Area, 4 of the 11 blight factors were identified as being present. The blight factors identified within the Survey Area are:

- Faulty Lot Layout
- Deterioration of Site or Other Improvements
- Defective or Unusual Conditions of Title Rendering the Title Non-marketable
- High Levels of Municipal Services or Underutilization or Vacancy of Sites, Buildings, or Other Improvements

Blight Survey Recommendation

As discussed in **Section 2**, in order for an area to be declared blighted, a certain number of the 11 blight factors must be found within the Survey Area. **Four** of the 11 factors is the required minimum, unless none of the property owners or tenants object to being included within an urban renewal area; then, the required minimum is only **one** of the 11 factors. In the event, however, that eminent domain is to be used to acquire property within the urban renewal area, the required minimum is **five** of the 11 factors. Since **four** blight factors were identified within the Survey Area, a sufficient number of blight factors exist for the area to be declared blighted; however, the Louisville Revitalization Commission may not exercise eminent domain to acquire any property in the Survey Area without the written consent of the property owners.

It is the recommendation of this blight Survey report to the City of Louisville, the Louisville Revitalization Commission, and the Louisville City Council that the Survey Area, in its present condition, exhibits a sufficient level of blight to be considered a “blighted area” under the standards set forth in State Statute. Whether the blighted area “*substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare*” is a determination that must be made by the Louisville City Council.

**RESOLUTION NO. 59
SERIES 2015**

A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION

WHEREAS, the City of Louisville (the “City”) is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City; and

WHEREAS, the Louisville Revitalization Commission (the “LRC”) is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the Act); and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the City and the LRC to enter into cooperation agreements, and the Act specifically authorizes the City and the LRC to enter into agreements respecting action to be taken pursuant to any of the powers set forth in the Act; and

WHEREAS, in 2006, the City and the LRC entered into a Cooperation Agreement respecting operating funds, support services, general oversight of the LRC to be provided by the City to the LRC, and related matters, which such Agreement was approved by Resolution No. 49, Series 2006; and

WHEREAS, on April 5, 2011, the City and the LRC entered into an Amended and Restated Cooperation Agreement respecting the same matters; and

WHEREAS, the City desires to update and revise certain provisions of the Agreement and for such purpose there is proposed another Amended and Restated Cooperation Agreement between the City and the LRC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The proposed Amended and Restated Cooperation Agreement between the City of Louisville and the Louisville Revitalization Commission (the “Agreement”), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The Mayor is authorized to execute the Agreement on behalf of the City, except that the Mayor is hereby further granted authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so

Resolution No. 59, Series 2015

Page 1 of 2

long as the essential terms and conditions of the Agreement are not altered.

Section 3. The Mayor, City Manager and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, and are further authorized to execute and deliver any and all documents necessary to accomplish the terms, conditions and provisions of the Agreement.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

Resolution No. 59, Series 2015
Page 2 of 2

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (the Cooperation Agreement) is made as of _____, ~~2011~~2015, by and between the CITY OF LOUISVILLE, COLORADO (the City) and the LOUISVILLE REVITALIZATION COMMISSION (the LRC). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the Charter).

B. The LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the Act).

C. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Cooperation Agreement and the City-approved LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3. LRC Budget. By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review and approval prior to LRC adoption. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

a. It is agreed that the Costs and Expenses incurred by the City up to and including expenses on December 31, 2014 total \$9,894.00 ~~77,849~~. At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC.

b. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows:

a. Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the

City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c. ~~As provided in the urban renewal plan, a~~ Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

d. ~~As provided in the urban renewal plan, t~~The LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated ~~under Section 5.6 of the plan to~~ carry to out the purposes of any urban renewal plan or to apply to property in any urban renewal area, prior to the ~~LRC's Commission's~~ final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

f. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of any such urban renewal plan and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party in connection with such activities and undertakings.

7. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution.

8. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being

the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

9. No Third Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

10. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

11. Binding Effect. Subject to compliance with Section 13, below, this Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

12. City and LRC Commission Separate. Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

13. Assignment. This Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

14. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

15. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

16. Additional or Supplemental Agreements; Organizational Matters. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Cooperation Agreement. The ~~LRC's City and Commission shall cooperate in effecting amendments to the Commission's~~ organizational documents ~~shall~~ provide, as permitted by C.R.S. § 31-25-104, that one City Councilmember shall be a member of the LRC Commission. The LRC Commission as an entity will not formally or legally oppose or object to any measure

that may be proposed pursuant to C.R.S. § 31-25-115 to transfer the existing authority to the City Council.

17. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

THE CITY OF LOUISVILLE,
a Colorado municipal corporation

Attest:

Mayor

City Clerk

LOUISVILLE REVITALIZATION COMMISSION

Attest:

Chairman

Secretary

**CITY OF LOUISVILLE CITY COUNCIL
NOTICE OF PUBLIC HEARING
550 SOUTH MCCASLIN BOULEVARD URBAN RENEWAL PLAN**

Pursuant to C.R.S. 31-25-107(3)(a), notice is hereby given that the City Council of the City of the City of Louisville will hold a public hearing commencing at 7:00 p.m., Tuesday, August 18, 2015, at the Louisville City Hall, 749 Main Street, Louisville, Colorado 80027. The purpose of the public hearing will be to consider the proposed **550 South McCaslin Boulevard Urban Renewal Plan** pursuant to the provisions of the Colorado Urban Renewal Law. At the public hearing, the City Council will receive evidence and testimony on the proposed Urban Renewal Plan.

Based on the evidence presented at the hearing, the City Council may adopt the proposed 550 South McCaslin Boulevard Urban Renewal Plan as an urban renewal plan for the property. The proposed urban renewal area covered by the proposed 550 South McCaslin Boulevard Urban Renewal Plan is legally described in Exhibit A and is generally described as the property addressed as 550 South McCaslin Blvd., Louisville, Colorado, which property is the site of the former Sam's Club in Louisville.

The City Council has previously determined, by the adoption of Resolution No. 60, Series 2014 after a public hearing held October 7, 2014, that the proposed urban renewal area is a blighted area as defined by the Colorado Urban Renewal Law, appropriate for an urban renewal plan. Qualifying blighting conditions found to exist for the area include faulty lot layout in relation to size, adequacy, accessibility, or usefulness; deterioration of site or other improvements; defective or unusual conditions of title rendering the title nonmarketable; and the existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

The purpose of the 550 South McCaslin Boulevard Urban Renewal Plan is to reduce, eliminate and prevent the spread of blight within the urban renewal area. The Plan provides that the power of eminent domain as authorized by the Urban Renewal Law may be utilized by the Louisville Revitalization Commission (LRC) to alleviate the qualifying conditions of blight as provided in the Urban Renewal Law. The Plan further provides that the LRC may exercise all powers authorized by the Urban Renewal Law including undertaking actions which would make the Plan area more attractive for private investment by providing public improvements consistent with the Louisville Comprehensive Plan. These improvements could include, without limitation, street and traffic improvements, streetscape improvements, a transportation center, landscaping, park and recreation facilities, utility improvements, open space acquisition, stormwater improvements, public art projects, and other similar improvements necessary to carry out the objectives of the Comprehensive Plan.

Any interested person may appear at the public hearing and provide testimony or other evidence regarding the proposed 550 South McCaslin Urban Renewal Plan, the use of eminent domain under the Plan, and related matters under consideration. Copies of the 550 South McCaslin Boulevard Conditions Survey, Resolution 60, Series 2014, the proposed 550 South McCaslin Boulevard Urban Renewal Plan and related material are available for inspection at the Office of the City Manager, 749 Main Street, Louisville, Colorado, 80027. Questions regarding the public hearing

may be directed to the Offices of the Planning Department, (303) 335-4592 and the City Manager (303) 335-4533.

Dated the 10th day of July, 2015.

CITY OF LOUISVILLE

Nancy Varra, City Clerk

Published July 14, 2015 in the Daily Camera.

EXHIBIT A
DESCRIPTION OF PLAN AREA –
550 SOUTH MCCASLIN BOULEVARD URBAN RENEWAL PLAN

Lot 2, Centennial Valley Parcel O, Filing No. 7, County of Boulder, State of Colorado;
having an address of 550 South McCaslin Boulevard, Louisville, Colorado.

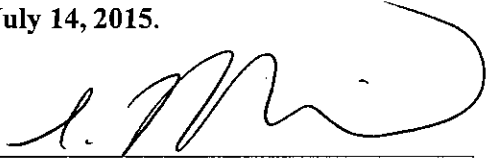
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CAMERA

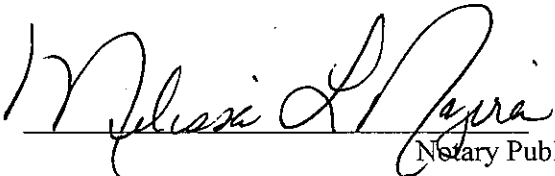
State of Colorado
County of Boulder

I, the undersigned agent, do solemnly swear that the CAMERA is a daily newspaper printed, in whole or in part, and published in the City of Boulder, County of Boulder, State of Colorado, and which has general circulation therein and in parts of Boulder and Broomfield counties; that said newspaper has been continuously and uninterruptedly published for a period of more than six months next prior to the first publication of the annexed legal notice of advertisement, that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any, amendments thereof, and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado; that a copy of each number of said newspaper, in which said notice of advertisement was published, was transmitted by mail or carrier to each of the subscribers of said newspaper, according to the accustomed mode of business in this office.

The annexed legal notice or advertisement was published in the regular and entire edition of said daily newspaper once; and that one publication of said notice was in the issue of said newspaper dated **July 14, 2015**.


Agent

Subscribed and sworn to before me this 17th day of July, 2015 in the County of Boulder, State of Colorado.


Notary Public

ACCOUNT #: 101121
AD #5650970
FEE: \$114.84

MELISSA L. NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064049936
MY COMMISSION EXPIRES DEC. 11, 2018

CITY OF LOUISVILLE CITY COUNCIL NOTICE OF PUBLIC HEARING 550 SOUTH MCCASLIN BOULEVARD URBAN RENEWAL PLAN

Pursuant to C.R.S. 31-25-107(3)(a), notice is hereby given that the City Council of the City of the City of Louisville will hold a public hearing commencing at 7:00 p.m., Tuesday, August 18, 2015, at the Louisville City Hall, 749 Main Street, Louisville, Colorado 80027. The purpose of the public hearing will be to consider the proposed 550 South McCaslin Boulevard Urban Renewal Plan pursuant to the provisions of the Colorado Urban Renewal Law. At the public hearing, the City Council will receive evidence and testimony on the proposed Urban Renewal Plan. Based on the evidence presented at the hearing, the City Council may adopt the proposed 550 South McCaslin Boulevard Urban Renewal Plan as an urban renewal plan for the property. The proposed urban renewal area covered by the proposed 550 South McCaslin Boulevard Urban Renewal Plan is legally described in Exhibit A and is generally described as the property addressed as 550 South McCaslin Blvd., Louisville, Colorado, which property is the site of the former Sam's Club in Louisville.

The City Council has previously determined, by the adoption of Resolution No. 60, Series 2014 after a public hearing held October 7, 2014, that the proposed urban renewal area is a blighted area as defined by the Colorado Urban Renewal Law, appropriate for an urban renewal plan. Qualifying blighting conditions found to exist for the area include faulty lot layout in relation to size, adequacy, accessibility, or usefulness; deterioration of site or other improvements; defective or unusual conditions of title rendering the title nonmarketable; and the existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

The purpose of the 550 South McCaslin Boulevard Urban Renewal Plan is to reduce, eliminate and prevent the spread of blight within the urban renewal area. The Plan provides that the power of eminent domain as authorized by the Urban Renewal Law may be utilized by the Louisville Revitalization Commission (LRC) to alleviate the qualifying conditions of blight as provided in the Urban Renewal Law. The Plan further provides that the LRC may exercise all powers authorized by the Urban Renewal Law including undertaking actions which would make the Plan area more attractive for private investment by providing public improvements consistent with the Louisville Comprehensive Plan. These improvements could include, without limitation, street and traffic improvements, streetscape improvements, a transportation center, landscaping, park and recreation facilities, utility improvements, open space acquisition, stormwater improvements, public art projects, and other similar improvements necessary to carry out the objectives of the Comprehensive Plan.

Any interested person may appear at the public hearing and provide testimony or other evidence regarding the proposed 550 South McCaslin Urban Renewal Plan, the use of eminent domain under the Plan, and related matters under consideration. Copies of the 550 South McCaslin Boulevard Conditions Survey, Resolution 60, Series 2014, the proposed 550 South McCaslin Boulevard Urban Renewal Plan and related material are available for inspection at the Office of the City Manager, 749 Main Street, Louisville, Colorado, 80027. Questions regarding the public hearing may be directed to the Offices of the Planning Department, (303) 335-4592 and the City Manager (303) 335-4533.

Dated the 10th day of July, 2015.

CITY OF LOUISVILLE

Nancy Varra, City Clerk

Published: July 14, 2015 in the Daily Camera. - 5650970

EXHIBIT A DESCRIPTION OF PLAN AREA - 550 SOUTH MCCASLIN BOULEVARD URBAN RENEWAL PLAN

Lot 2, Centennial Valley Parcel O, Filing No. 7, County of Boulder, State of Colorado; having an address of 550 South McCaslin Boulevard, Louisville, Colorado.

Published: Daily Camera July 14, 2015 - 5650970

July 13, 2015

Board of County Commissioners
County of Boulder
Boulder County Courthouse
Third Floor
1325 Pearl Street
Boulder, CO 80302

Re: Transmittal Letter for Proposed 550 S. McCaslin Urban Renewal Plan in Louisville

Dear Commissioners:

In accordance with State Statutes, I am transmitting the draft 550 S. McCaslin Boulevard Urban Renewal Plan. The Louisville City Council will be considering this Plan at 7:00 p.m., Tuesday, August 18, 2015, at the Louisville City Hall, 749 Main Street, Louisville, Colorado 80027. Also enclosed is a copy of the public notice for the City Council hearing on the Plan.

The purpose of the Plan is to reduce, eliminate and prevent the spread of blight within the urban renewal area. The objectives for the Plan include the following:

- Create a retail rich environment where area businesses and residents can be successful.
- Re-tenant or redevelop the Property.
- Increase retail activity by encouraging occupancy of the Property.

The Plan authorizes the Louisville Revitalization Commission (LRC) to negotiate and enter into Redevelopment Agreements and Cooperation Agreements with landowners, developers, the City of Louisville, and investors regarding appropriate projects throughout the Plan Area.

The power of eminent domain as authorized by the Urban Renewal Law may be utilized to alleviate the qualifying conditions of blight. Eminent domain authority is limited only to property within the Urban Renewal Area.

This Plan does not authorize use of tax increment financing pursuant to Section 31-25-107(9), C.R.S. The use of tax increment financing within the Plan Area can only be authorized by amendment to this Plan.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Aaron M. DeJong
Economic Development Director

749 Main Street | Louisville CO 80027
303.335.4533 (phone) | 303.335.4550 (fax)
www.LouisvilleCO.gov

July 13, 2015

Boulder Valley School District
Attn: Bruce Messinger
6500 East Arapahoe Road
Boulder, CO 80303

Re: Transmittal Letter for Proposed 550 S. McCaslin Urban Renewal Plan in Louisville

Dear Board Members:

In accordance with State Statutes, I am transmitting the draft 550 S. McCaslin Boulevard Urban Renewal Plan. The Louisville City Council will be considering this Plan at 7:00 p.m., Tuesday, August 18, 2015, at the Louisville City Hall, 749 Main Street, Louisville, Colorado 80027. Also enclosed is a copy of the public notice for the City Council hearing on the Plan.

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Should you have any questions, please do not hesitate to contact me.

Sincerely,



Aaron M. DeJong
Economic Development Director

CENTENNIAL VALLEY INVESTMENT, LLC
SEMINOLE LAND HOLDINGS, LLC
8758 W. PHILLIPS RD. BOULDER, CO 80301

September 24, 2014

City of Louisville
Attn: Malcolm Fleming
749 Main Street
Louisville, CO 80027

Re: 550 S. McCaslin Blvd, Former Sam's Club Building

Dear Mr. Fleming:

The City is considering making a blight determination on the property located at 550 S. McCaslin Boulevard in Louisville at their October 7, 2014 meeting.

Section 31-25-103(2)(l) of the Colorado Revised Statutes states;

"If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation."

As the managing partner and authorized representative of Centennial Valley Investment, LLC and Seminole Land Holdings, LLC, this is to advise you that these property owners do not object to the City including 550 S. McCaslin Blvd. in an urban renewal area or determining the property is within a blighted area.

Sincerely,



Tom Garvin
Managing Member
Centennial Valley Investment, LLC
Seminole Land Holdings, LLC



Low Cost Office Furniture

September 24, 2014

City of Louisville
Attn: Malcolm Fleming
749 Main Street
Louisville, CO 80027

Re: 550 S. McCaslin Blvd, Former Sam's Club Building

Dear Mr. Fleming:

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As the authorized representative of Low Cost Office Furniture, Inc. and tenant on the property, this is to advise you the business does not object to the City including 550 S. McCaslin Blvd. in an urban renewal area or determining the property is within a blighted area.

Sincerely,



Travis Garvin
Low Cost Office Furniture, LLC.



September 24, 2014

City of Louisville
Attn: Malcolm Fleming
749 Main Street
Louisville, CO 80027

Re: 550 S. McCaslin Blvd, Former Sam's Club Building

Dear Mr. Fleming:

The City is considering making a blight determination on the property located at 550 S. McCaslin Boulevard in Louisville at their October 7, 2014 meeting.

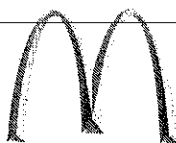
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As the authorized representative of Ascent Community Church and tenant on the property, this is to advise you the Church does not object to the City including 550 S. McCaslin Blvd. in an urban renewal area or determining the property is within a blighted area.

Sincerely,

Jim Candy
Ascent Community Church



McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60523
(630) 623-3065
Michael.Vanpoucke@us.mcd.com

VIA OVERNIGHT MAIL

August 10, 2015

City of Louisville
City Hall Building
749 Main Street
Louisville CO 80027
Attn: Aaron DeJong, Director of Economic Development

**RE: Letter of Objection regarding 550 S. McCaslin Urban Renewal Plan
L/C: 005-0294**

Dear Mr. DeJong,

In advance of the Public Hearing scheduled August 18, 2015 regarding the above-referenced renewal plan, McDonald's desires to express its objection to the potential removal or buyout of certain restrictive covenants.

While McDonald's shares the Planning Commission's concerns over the declines to the retail activity around the area since the Sam's Club facility closed its doors in 2010, and does not desire for the lot to remain vacant and underutilized, McDonald's invested in its restaurant operations in reliance on the restrictive covenants in place, specifically, the restriction in Section 3(g) of the Declaration dated December 16, 1993, by HD Delaware Properties, Inc., stating that:

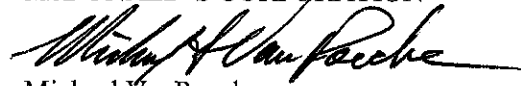
"there shall be no more than one Lot at any time used for a drive-in or drive-through restaurant whose primary business is the sale of hamburgers or other type of ground beef products served in sandwich form;..." (the "hamburger restriction").

McDonald's objects to Section 2.7.1 and Section 4.2 of the Urban Renewal Plan, which states the project may require the use of eminent domain to address the restrictive covenants upon the Property and authorizes the use of eminent domain. In particular, McDonald's does not believe the hamburger restriction renders the title nonmarketable and that with this hamburger restriction in place, the Planning Commission can still create a successful and desirable retail environment.

Please contact me at the number listed above with any questions.

Thank you for your cooperation.

Very Truly Yours,
McDONALD'S CORPORATION

A handwritten signature in black ink, appearing to read "Michael VanPoucke", written in a cursive style.

Michael VanPoucke
Senior Counsel
U.S. Legal Department

cc: Victoria Seward (via email)
Aaron DeJong (via email at aaronD@louisvilleco.gov)

August 13, 2015

Via Email: slight@lightkelly.com

Samuel J. Light
Light Kelly, P.C.
101 University Blvd., Suite 210
Denver, Colorado 80206

Re: The Proposed Urban Renewal Plan for 550 South McCaslin Boulevard, Louisville,
Colorado 80027

Dear Mr. Light:

This law firm represents Albertson's LLC ("Albertson's"), which owns and operates a grocery store at 910 West Cherry Avenue, Louisville, CO 80027 (the "Albertson's Site"), and has served as a vital corporate citizen of the City of Louisville for many years. The Louisville City Council ("Council") is considering empowering the Louisville Revitalization Commission ("Commission") to take certain actions regarding the property located at 550 S. McCaslin Blvd. (the "Property"), which is directly adjacent to the Albertson's Site. The Albertson's Site and the Property are subject to a recorded agreement which provides for certain rights and obligations concerning easements, covenants, conditions, and restrictions. In their current form, the Council's proposed actions, which include seeking to eliminate certain use restrictions, would constitute an unlawful taking of Albertson's property rights. Such actions would have a harsh impact on both Albertson's and the broader Louisville community. We hope the Council will earnestly consider Albertson's objections before reaching a final decision regarding the Proposed Urban Renewal Plan ("Proposed Plan").

I. Factual Background

A. The Declaration

Since 1993, the Property and the surrounding area have been subject to an agreement which provides for certain rights and obligations concerning easements, covenants, conditions, and restrictions. That agreement includes the following: the Declaration of Covenants, Conditions and Restrictions and Grant of Easements, recorded December 23, 1993 under Reception No. 1376228, as amended by the Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements, recorded April 5, 1994 under Reception No. 1412746; Albertson's Consent to Second Amendment under Declaration of Covenants, recorded December 6, 1996 under Reception No. 16662560; and the

August 13, 20155

Page 2

CC&R Agreement, recorded August 27, 1998 under Reception No. 1841017 (collectively, the "Declaration").

Collectively, the Declaration, which was voluntarily agreed to by the various property owners in the McCaslin Boulevard community, provides for, *inter alia*, cross-easements, and governs maintenance of the properties, signage, and architectural building improvements. The Declaration will expire in just over 30 years, in 2058.

The Declaration also governs the permissible uses of the various properties (the "Restrictions"). Some of the restrictions address what sometimes is referred to as noxious uses, such as strip clubs and other adult-themed businesses. Other restrictions ensure that the subject properties are occupied by retail establishments rather than service operators. And other restrictions provide protection to the property owners by placing restrictions on competing businesses. One of these restrictions provides that a supermarket or pharmacy may not be developed on the Property (with certain exceptions). This use limitation is a critical property interest of Albertson's.

The Declaration, including the Restrictions, has been instrumental to the success of the McCaslin Boulevard community for over twenty years. The Restrictions have allowed Albertson's to make informed investment decisions concerning its presence in Louisville and the greater-Colorado area based upon the reasonable expectation that the property interest represented by the Restrictions would remain in force. Albertson's is not unique in this regard, considering that such use limitations are regularly utilized to obtain optimal development of retail projects nationwide.

Albertson's has long been a proponent of sensible, beneficial real estate development in the McCaslin Boulevard community. Moreover, it has not historically taken an unyielding approach to the Restrictions. In 1998, for example, to further the interests of the McCaslin Boulevard community, Albertson's and the surrounding property owners reached an agreement to amend the Restrictions to allow for the operation of a Sam's Club store on the Property.

The Restrictions are not the only use limitations that apply to the Property. On January 30, 2014, when Sam's Real Estate Business Trust sold the Property for \$3,650,000, the current owners, Centennial Valley Investment, LLC and Seminole Land Holding, Inc. (together, the "Property Owners"), voluntarily agreed to take title to the Property subject to the additional use restrictions set forth in that certain Special Warranty Deed recorded February 3, 2014 under Reception No. 3364534 (the "Sam's Club Restrictions"). The Sam's Club Restrictions generally provide that the Property may not be developed as a discount store. As part of this transaction, the Property Owners negotiated for the right to remove the Sam's Club Restrictions in exchange for a one-time payment of \$500,000 to the seller. The Property Owners decided not to make this one-time payment, and the Sam's Club Restrictions remain in force.

Please note that the Property Owners, despite claiming that the Property is nonmarketable on account of the Restrictions, have never once asked Albertson's to waive any of the Restrictions.

B. The Conditions Survey and Proposed Plan

On March 17, 2014, only a month and a half after they acquired the Property for \$3,650,000, the Property Owners asked for Louisville's assistance in eliminating the Restrictions and the Sam's Club Restrictions. Despite the incredibly short amount of time the Property Owners had owned the Property, and notwithstanding the fact that the Property Owners had acquired the Property with full knowledge of the Restrictions and the Sam's Club Restrictions (which they could have removed by simply paying the one-time fee), the Council acted upon their request.

On May 6, 2014, the Council directed the commissioning of a Conditions Survey concerning the Property. The purpose of the Conditions Survey was to determine if the Property could be deemed to be "blighted" under Colorado's Urban Renewal Law, C.R.S. §§ 31-25-101, *et seq.* Absent the required finding of "blight," the Commission and Council would be powerless to remove the Restrictions and the Sam's Club Restrictions.

The Conditions Survey, issued in July 2014, concluded that the Property qualified as "blighted" within the meaning of the Colorado Urban Renewal Law, identifying four blight factors:

1. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
2. Deterioration of site or other improvements;
3. Defective or unusual conditions of title rendering the title nonmarketable; and
4. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

On January 20, 2015, the Council directed the Commission's staff to prepare a draft Urban Renewal Plan for the Property. On June 8, 2015, the Commission's staff, along with attorney Malcolm Murray, issued the draft 550 South McCaslin Urban Renewal Plan, which is currently under consideration by the Commission and the Council. The Proposed Plan includes the exercise of eminent domain by Louisville to remove the Restrictions and the Sam's Club Restrictions from the Property. A summary of the Proposed Plan issued by the Commission's Staff states that the "[m]ost notable" restriction on the use of the Property "is that no competing grocer to Albertson's is allowed." The same summary describes the Sam's Club Restrictions to include a prohibition of "stores selling a range of merchandise 'at a discount' and additional restrictions on entertainment uses."

Before purchasing the Property, the Property Owners had the opportunity to seek the removal of any or all of the Restrictions through negotiations with the prior owner and other members of the McCaslin Boulevard community, including Albertson's, or to choose not to purchase the Property due to the existence of the Restrictions. Instead, the Property Owners chose to proceed with the transaction (1) with full knowledge and understanding of the Restrictions and (2) to further burden the Property with the additional Sam's Club Restrictions.

After acquiring the Property, the Property Owners had options for development other than seeking a blight determination from Louisville. For example, the Property Owners could have contacted Albertson's to discuss the possibility of waiving certain of the Restrictions (as was done in 1998 with respect to the Sam's Club development of the Property), or removed the Sam's Club Restrictions by making the one-time payment to the sellers. Instead, the Property Owners contacted Louisville *less than two months after acquiring the Property* for assistance in eliminating the Restrictions and the Sam's Club Restrictions via eminent domain.

II. Solutions Other Than the Exercise of Eminent Domain Power Exist

Although Albertson's strongly opposes the attempt to remove the Restrictions as currently contemplated by the Proposed Plan—an action which could possibly void the Declaration—Albertson's recognizes the need for, and is in favor of, redevelopment of the Property. As has occurred in the past, Albertson's is willing to discuss redevelopment plans for the Property with the Commission, the Council, the Property Owners, and other interested stakeholders. The previous collaboration between Albertson's and Sam's Club in its development of the Property, through the revision of the Declaration and Restrictions, demonstrates the good faith and willingness of Albertson's to find viable redevelopment options that will benefit the community as a whole. There are a myriad of available options that do not require the exercise of eminent domain powers.

For example, the Property Owners could pay money to remove the Sam's Club Restrictions. Doing so would permit a discount retail or entertainment project to move forward. Considering that the Property Owners agreed to the Sam's Club Restrictions in an arm's-length transaction only two months before seeking the blight determination, it is unclear why the Council would exercise its eminent domain powers to relieve the Property Owners from these restrictions when the Property Owners could easily eliminate them themselves by paying the agreed-upon price. With regard to the Restrictions, the Property certainly could be used for a purpose other than a supermarket or pharmacy. Doing so would increase the diversity of the retail options in an area already crowded with grocers including Albertson's, Whole Foods, and Costco—all of which are adjacent to or nearby the Property.

It should be noted that the concerted effort by Louisville and the Property Owners in seeking to eliminate the supermarket restriction can have no purpose other than to support the Property Owner's development of the Property for a supermarket that would be located *immediately adjacent to the Albertson's supermarket*. An exercise of eminent domain powers in

this way would benefit one private party over another in direct violation of the Colorado Constitution. Moreover, it is unrealistic to expect that the McCaslin location could support both a new supermarket and the existing Albertson's supermarket next door. Therefore, if the Council approves the Proposed Plan, it would essentially be seeking to put the Albertson's supermarket on McCaslin Boulevard out of business.

If an alternative solution cannot be reached and the Proposed Plan is adopted, the Council should consider the broader ramifications of exercising its eminent domain powers in addition to the likely closure of the Albertson's store, such as creating uncertainty for developers, investors, and businesses within Louisville. If use restrictions that are voluntarily entered into are arbitrarily eliminated by the Council, future private development within Louisville will become uncertain, and development may be chilled. When property owners cannot rely on such restrictions being enforced, they may simply choose to take their business to other communities.

III. The Proposed Plan Is Unlawful

Although Albertson's greatly prefers a negotiated resolution, it is prepared to litigate to defend its property interest with the Declaration.

In order for a municipality to find "blight" under Colorado law, it must determine that the property contains at least four of a list of factors set forth in C.R.S. § 31-25-103(2). Those factors must not merely be present, but must exist to such a degree that they "substantially impair[] or arrest[] the sound growth of the municipality, retard[] the provision of housing accommodations, or constitute[] an economic or social liability, and [are] a menace to the public health, safety, morals, or welfare" *Id.* (emphasis added). The Conditions Survey relies exclusively on the four factors listed above, and expressly notes that none of the other blight factors set forth in the Urban Renewal Law exist with respect to the Property. However, there are serious flaws with the findings made in the Conditions Survey with regard to those four factors.

First, the finding that the title to the Property is nonmarketable is fundamentally implausible considering that the Property was marketed and sold in January 2014 to purchasers possessing full knowledge and understanding of the Restrictions. *See Seeger's Estate v. Puckett*, 171 P.2d 415, 416-17 (Colo. 1946) (a purchaser of real property who purchases with knowledge of restrictive covenants in place on the property is bound by them). The purchase price was \$3,650,000. It strains credulity to assert that a property *is not marketable* when, just a few months earlier, it was purchased for \$3,650,000 by a developer with full knowledge of the applicable title restrictions in an arm's-length transaction. The sale of the Property to the Property Owners conclusively refutes any argument that the Property is nonmarketable.

Second, while the Restrictions and the Sam's Club Restrictions limit certain uses of the Property, they are not "unusual" as required by the statute, and they do not significantly impair the ability of the Property Owners to redevelop the Property. Use restrictions such as those at

issue here are commonplace in commercial retail developments and do not, by and large, impede use of commercial real estate to the point of it becoming “nonmarketable.” The fact that Sam’s Club was originally developed with the Restrictions in place (though modified by agreement with Albertson’s) establishes that the Restrictions do not render the Property nonmarketable.

Third, as to the alleged deterioration of the Property, the Conditions Survey notes only that the Property requires maintenance, that its current tenant uses it only at specified times (unsurprising, given that the current tenant is a church), and that the parking lot contains “potholes [and] cracked parking curbs.” While these may be true, they are hardly indicative of conditions that “substantially impair” Louisville’s economic development or constitute “a menace to the public health, safety, morals, or welfare,” as required by C.R.S. § 31-25-103(2). The Conditions Survey essentially concedes this point by stating:

- The Property lacks only “*full* maintenance”;
- The parking lot had a “*few* potholes . . .”;
- The “curb and gutter *in some places* was cracked and deteriorated”;
- “The building itself was cracked in *a few places* in its façade, and needs *minor work* such as mortar repair in certain areas”;
- “This is not to say that maintenance is completely lacking, but only that it gives the impression of being minimal”; and
- The Property “*is not badly deteriorated . . .*”

(Emphasis added.) If the Council opts to exercise eminent domain power based upon these so-called findings of “deterioration,” then vast numbers of businesses and property owners in Louisville face the risk that the City will seek to take their property rights. In fact, many parking lots in Louisville have pot holes and cracked curbs, and many buildings have mortar in the façade in need of repair. Will the Council consider all such properties to be blighted as well?

For these and other reasons, the Conditions Survey does not sufficiently establish that the blight factors of C.R.S. § 13-25-103 are met, and Louisville is thus not permitted under Colorado law to exercise eminent domain power to remove the Restrictions and the Sam’s Club Restrictions from the Property. Albertson’s is prepared to institute a civil action pursuant to C.R.C.P. 106(a)(4) to challenge the legality of the Proposed Plan should it be adopted, and will vigorously oppose the unconstitutional exercise of eminent domain powers to transfer property from one private owner to another at the cost of Albertson’s property interest in the Restrictions. See *City & Cnty. of Denver v. Block 173 Assocs.*, 814 P.2d 824, 830 (Colo. 1991) (“[U]nder the plain wording of the Urban Renewal Law, if the actual purpose behind a particular urban renewal plan is not the elimination or prevention of blight or slums, the urban renewal authority does not

August 13, 2015

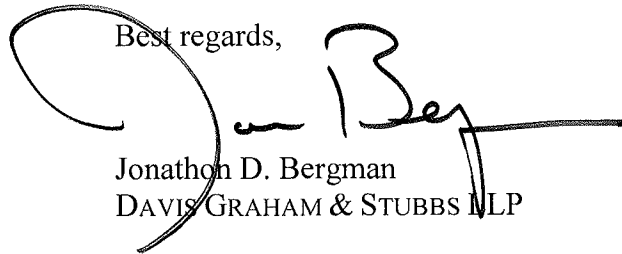
Page 7

have the power to condemn land in furtherance of that plan because the determination of necessity is not supported by the record.”); *see also Kelo v. City of New London, Conn.*, 545 U.S. 469, 486-87 (2005) (a transfer of “citizen A’s property to citizen B for the sole reason that citizen B will put the property to a more productive use and thus pay more taxes . . . would certainly raise a suspicion that a private purpose was afoot.”); *Denver West Metro. Dist. v. Geudner*, 786 P.2d 434, 436 (Colo. App. 1989) (“If the primary purpose underlying a condemnation decision is to advance private interests, the existence of an incidental public benefit does not prevent a court from finding ‘bad faith.’”).

Albertson’s looks forward to working with the Property Owners, Louisville, and the Commission to find a workable alternative for the Property that encourages redevelopment and re-tenanting in a manner that preserves existing private property rights, and that does not have a deleterious effect on the business and real estate development community.

If you have any questions concerning the above, please feel free to contact me.

Best regards,

A handwritten signature in black ink, appearing to read "Jonathon D. Bergman". The signature is stylized with a large, looping initial "J" and a long horizontal stroke at the end.

Jonathon D. Bergman
DAVIS GRAHAM & STUBBS LLP

cc: Michael M. Dingel, Senior Attorney, Albertson’s



City Council
Meeting Packet
August 18, 2015

Addendum #1
Items presented at the meeting.



Office of the City Manager

COLORADO • SINCE 1878

January 6, 2014

Centennial Valley Investments
Attn: Tom Garvin
8758 W Phillips Road
Boulder, CO 80301

Re: 550 S. McCaslin Blvd

Dear Mr. Garvin:

I appreciate your interest in acquiring and revitalizing the vacant Sam's Club property in Louisville. As you know, Walmart closed the Louisville Sam's Club on January 20, 2010. This event was a significant loss to the community because it closed a primary shopping outlet for residents, eliminated at least 125 jobs for area residents, reduced the positive traffic that benefited other retailers in the vicinity of the store, and had a large negative impact on the City's sales tax revenue.

As my enclosed August 24, 2012 letter to Nick Goodner from Walmart indicates, we have been pushing Walmart for more than a year to set a realistic asking price for the property and to lift Walmart's use restrictions on this property. As noted in the letter, the City is exploring all options to allow a new owner to purchase the property without the use restrictions. We are very encouraged that you have a purchase contract with Walmart for the property. Closing on that contract would allow new opportunities to re-tenant and/or redevelop the property.

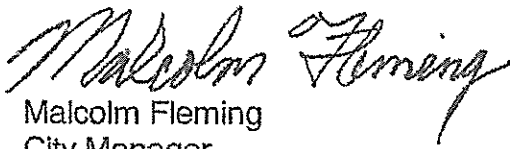
In City staff's opinion, there are several factors contributing to the difficulty of attracting new tenants or new ownership for the property. These factors include:

- Walmart's asking price and purchase terms for the property
- Restrictive use covenants in favor of neighboring properties
- The building being deeper than it is wide, which reduces the feasibility of redeveloping it for multiple retail tenants
- The general trend in large scale retail away from spaces larger than 100,000 square feet
- Poor visibility of the site from McCaslin caused by the development surrounding the building.

City staff and I are willing to recommend to the Louisville City Council actions to alleviate these factors if it would result in appropriate new tenants for the property. Of course, any decision of whether to approve, decline or request changes to any proposed economic development agreement is at the discretion of City Council.

Again, thank you for your interest in investing in the Louisville community. If you have questions, please contact our Economic Development Director, Aaron DeJong, at 303.335.4531 or email at aarond@louisvilleco.gov.

Sincerely,

A handwritten signature in black ink that reads "Malcolm Fleming". The signature is written in a cursive, flowing style.

Malcolm Fleming
City Manager

Enclosure

Nancy Varra

From: sherry sommer <hellosherry2@yahoo.com>
Sent: Tuesday, August 18, 2015 11:02 AM
To: City Council
Subject: Sam's Club

Please consider these thoughts on blighting Sam's Club:

I understand that The McCaslin area is the economic driver of Louisville, and that we need a commercial tax base in this area to support our City. However, I have concerns about the current plan to blight the former Sam's Club as a way to achieve this goal, as well as with the possible and probably outcomes of going down this road.

1) Timing: One factor preventing redevelopment of the property area has been the down economy. However, the Denver metro area is now among the top five fastest growing areas in the country. It could be that the property would be redeveloped due to natural market forces and at no cost to the City.

2) Fit: If the blighting process is successful the area will be occupied by a large warehouse type store. This fits with the idea that McCaslin is the main economic area in the City, but totally ignores the preliminary results of the Small Area Plan. Many people have spoken up in favor of making the McCaslin area more walkable and community oriented, as well as an economic support for the City. A large warehouse store won't at all be in line with those ideas.

3) Cost: We hear a lot about damages caused by institutions that are too big to fail and the Sam's club certainly fits this description. I have not been able to track down exact dates, but I estimate that it was a profitable tax generator for about 9 years. It has been a liability for about 6, and when this is all said and done, that might be 8. That's not a very good track record. If we consider the benefits that it brought to the city on one hand and the costs-- economic incentives to bring the store to the town, the stress and disruption of the City's budget when the store closed, the years of having our hands tied by the covenants created by large corporations--was it worth going down this road? If we could rewind the tape, would council members have elected to depend on this large corporation?

Are we setting ourselves up for a repeat of this situation? Are we again putting ourselves in a relationship with a big corporation and developers who we are helping, but who may or may not be reliable partners? We are taking on all the costs of blighting, including a probable lawsuit from Albertson's and the potential to have the Albertson's building become vacant and in need of a tenant. Kohl's is threatening to move if the City doesn't blight this property, but what assurance do we have that Kohl's will stay if we do move forward? The City is taking on all the costs and other parties are enjoying the benefits.

This is a very complicated situation. If not blighting the area would mean that this area would be redeveloped as residential or even 'mixed use' I would be concerned. However, if there is any way that not blighting the property would mean it could remain commercial, be less of an expense for the City, and potentially be a better fit with the Small Area plan, I would be in favor of going that route.

Sincerely,

Sherry Sommer
910 S Palisade Ct